



Amendment No. 5
to
Agreement No. 9100 NG150000045
for
Social Services
between
**YOUNG WOMEN'S CHRISTIAN ASSOCIATION
OF GREATER AUSTIN**
and the
CITY OF AUSTIN
(YW Counseling & Referral Center)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***One Hundred Twenty Nine Thousand One Hundred Ninety Seven dollars (\$129,197)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 348,714
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 20,922	\$ 369,636
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$5,668	\$ 375,304
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 3,151	\$ 378,455
Amendment No. 4: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$129,197	\$ 507,652
Amendment No. 5: Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020)	\$129,197	\$636,849

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 6/7/2019]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 8/18/2019]

- 4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$129,197 (One Hundred Twenty Nine Thousand One Hundred Ninety Seven dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

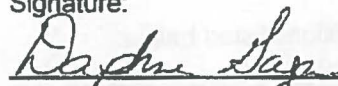
7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:

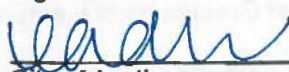


YOUNG WOMEN'S CHRISTIAN
ASSOCIATION OF GREATER AUSTIN
Daphne Garza, Interim Executive Director
2015 South IH-35, Suite 110
Austin, TX 78741

Date: 08/26/2019

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 9.27.19

Program Performance Measures

Contract Start
9/1/2015

Contract End
9/30/2020

Period Performance Start
10/1/2019

Period Performance End
9/30/2020

Outputs

OP #	Output Measure Description	Period Goal		
		City	Other	Total
1	Total Number of Unduplicated Clients Served	339	830	1169

Program Performance Measures

		Contract Start 9/1/2015	Contract End 9/30/2020	Period Performance Start 10/1/2019	Period Performance End 9/30/2020	
						Outcomes
OC Item	Outcome Measure Description					Total Program Goal
1 Num	Number of individuals with improved mental health status as measured on a standardized assessment					234
1 Den	Number of individuals "initially" evaluated with a standardized assessment					292
1 Rate	Percent of individuals whose mental health status as measured on a standardized assessment improves					80.14
2 Num	Number of client responses that indicate improvement of knowledge after a group session					702
2 Den	Total number of client responses for all group sessions that were completed					877
2 Rate	Percent of client responses that indicate improvement of knowledge after a completed group session					80.05

Program Budget and Narrative

Program Start 10/1/2019

Program End 9/30/2020

	City Share	Other	Total
Salary plus Benefits	\$100,653.00	\$216,312.00	\$316,965.00
General Operations Expenses	\$28,544.00	\$98,100.00	\$126,644.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$28,544.00	\$98,100.00	\$126,644.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$129,197.00	\$314,412.00	\$443,609.00

Detailed Budget Narrative

Salaries plus Benefits

Includes salaries and benefits for program and administrative staff working on the program

General Op Expenses

Includes all other expenses necessary to provide services such as: Occupancy, Copier Expense, Supplies, Telephone, Postage, Printing, Liability Insurance, Accounting, Audit, IT Services, Staff Development and Staff Mileage. All expenses not directly charged to program are allocated based on percentage of program salaries as compared to total agency salaries or percentage of square footage occupied by program

Program Subgrantees

Staff Travel

Conferences

Food and Beverage

Financial Assistance

Other Assistance

Capital Outlay



Amendment No. 4
to
Agreement No. NG150000045
for
Social Services
between
**YOUNG WOMEN'S CHRISTIAN ASSOCIATION
OF GREATER AUSTIN**
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***One Hundred Twenty Nine Thousand One Hundred Ninety Seven dollars (\$129,197)***. The total Agreement amount is recapped below:

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Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 3,151	\$ 378,455
Amendment No. 4: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$129,197	\$ 507,652

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. [Revised 9/13/2018]

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 9/13/2018]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 9/16/2018]

- 4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not exceed \$129,197 (*One Hundred Twenty Nine Thousand One Hundred Ninety Seven dollars*).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature: _____



YOUNG WOMEN'S CHRISTIAN
ASSOCIATION OF GREATER AUSTIN
Angela-Jo Touza-Medina, Executive Director
2015 South IH-35, Suite 110
Austin, TX 78741

Date: 9/19/2018

CITY OF AUSTIN

Signature: _____



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 11/05/18

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2019

Program Goals And Objectives

The Young Women's Christian Association (YWCA) of Greater Austin proposes to deter the growth of problem conditions at the individual level through our behavioral health program, the YW Counseling & Referral Center (YWCRC) for adults and families. Counseling at the YWCA is a safe, confidential process where adults and their families can meet their essential needs and improve or maintain their quality of life by processing thoughts and feelings, identifying and defining concerns, developing coping strategies, and setting specific goals, in the context of talk and/or play therapy. With the help of counseling, women and their families acquire the support they need to access personal power, begin to understand their feelings and take steps to address complexities that may be challenging personal development. YWCRC counselors assist women and their families with issues such as anxiety, violence, PTSD, grief and loss, depression, attachment, family dynamics, immigration, intimate relationships, and pre/post-natal mental health in our efforts to promote the mental health of Greater Austin residents of all cultures, and all vulnerable populations.

Program Clients Served

The YWCA's general target population for this proposal is low income adult women and their families, who have few resources accessible to them. The YWCA also provides counseling and/or group services for special populations, such as monolingual Spanish-speaking women and their families, women veterans, women in recovery from addictions, incarcerated women, immigrant women and transgendered individuals from all over the world, and even other service providers working with immigrants. Currently, YWCRC's largest group services are offered at an immigration detention center which houses up to 500 women detainees who have suffered both physical and psychological trauma as a result of civil war, torture, or domestic abuse in their home countries and are seeking refuge in the United States. Also, the YWCA serves women residents at Austin Recovery in groups addressing addiction and managing relapse tendencies.

Client eligibility criteria related to income, as listed in Exhibit A.3 are waived for the following groups:

- Groups provided at schools and correctional/detention facilities
- Temporary groups that are conducted for effective recovery efforts and are in response to a crises such as: natural or man-made disasters, criminal activity on campuses or outbreaks of infectious diseases

Program Services And Delivery

Counseling for women, couples, and families begin with an initial client call, at which masters-level student interns and/or clinical staff screen callers for eligibility and appropriateness for short-term services. At the end of the call the client is assessed a fee based on a sliding fee scale. For residents of Travis County whose income falls 200% or below federal poverty guidelines YWCRC offers a sliding fee starting at \$5 per session and graduates to \$30. YWCRC also offers a sliding scale for others; this scale starts at \$35 per session and graduates to \$80. At the first appointment, clients complete paperwork that includes HIPAA material on confidentiality, a psychosocial history, and a pre-test about self-esteem that provides a base-line for later self evaluations. In the first session counselors carefully review confidentiality issues, the client's psychosocial history, and then focus on the problem(s) the client wants to address. In the second session counselors assist clients in identifying workable goals for their short-term counseling experience. This process is influenced by Locke and Latham's Goal Setting Theory which utilizes SMART goals (Specific, Measurable, Attainable, Realistic, and Time-bound) (Locke & Latham, 2002). The remaining eight available sessions focus on client issues relative to their goals, and are conducted within a Relational-Cultural framework. Throughout treatment counselors are careful to make appropriate and useful referrals to provide clients with as many resources as possible. Careful attention is given to the termination of services, where referrals are made to other agencies or individual therapists for continuing services, if they are recommended.

Group services are offered on-site at the YWCA and offsite at various locations. Groups respond to needs as they are identified by clinicians, partner organizations, or as requested by YWCRC clients, such as the group for providers who work with refugees or other immigrants—especially those who have survived trauma or are struggling with immigration status issues. When an offsite weekly group has been agreed upon, a memorandum of agreement is generated by the YWCA to finalize the agreement, and signatures of the YWCA Executive Director and the appropriate other party are collected. At this time there is no cost for these ongoing hour-long offerings and they are provided as part of the current funding agreement with the YWCA funding sources. Counseling procedures at YWCRC follow best practice guidelines as identified in the Social Work and Licensed Professional Counselor Codes of Ethics, various federal, state, and local laws, and described within the YWCRC Clinical Policies and Procedures Manual.

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Program Work Statement

Contract Start Date 9/1/2015 ***Contract End Date*** 9/30/2019

System for Collecting and Reporting Program Data

To calculate the required outputs, counselors are trained to use the YWCRC electronic database system to document every client served in individual, couple, or family counseling, as well as cancellations and no shows. Counselors, Supervisors, Clinical Director and the Executive Director collect, analyze, and report on each client who receives mental health counseling in individual, couples, or family counseling services. Each client is counted once annually as a new client at the time they first enter services. Similarly, counselors document all clients served in therapy and skill-building groups by using the YWCRC Group Registration Form, where the clients enter their names and provide basic demographic information on the day of service delivery, such as age, ethnicity, gender, income and zip code, which is entered into the client database system.

Careful attention is paid so that there is no duplication of client data entered from group services.

To calculate the first proposed outcome (percent of individuals who make progress toward treatment plan goals), clients provide self-assessment of the counseling experience by a comparison of up to three tests taken by the client over the course of her ten counseling sessions. The Pre-Counseling Test, completed by the client in the waiting room before the first session, gives the counselor an idea of the client's perceptions of her self-esteem and perceived functioning prior to counseling. At the fifth session, a Mid-Evaluation Form is completed by the client, which addresses similar self-esteem issues, and also asks the client to self-report regarding progress made on at least one treatment plan goal. At the end of sessions the client is asked to complete a Final Evaluation, which duplicates self-esteem issues, the counseling experience, and addresses the question of accomplishment of at least one treatment plan goal. The Final Evaluation form also offers the client an opportunity for an extended written option to report on the counseling experience. At termination, the evaluations are circulated from the counselor to the Clinical Supervisor/Clinical Director, and to the Executive Director for review and oversight of service delivery. This data regarding improvement is then entered into the client database system. To calculate the second proposed outcome (percent of individuals who demonstrate improved life skills and/or knowledge), group clients are asked to give feedback using the YWCRC Group Evaluation Form upon the conclusion of the group session. Several questions ask the clients to rate their experience with the group as "very successful," "successful," "not successful," and they are also asked to identify specifically something new that they have learned. Group facilitators, the Clinical Supervisor, the Clinical Director and the Executive Director review these responses before their entry into the client database system.

Performance Evaluation

At the YWCA, clinical supervisors closely evaluate counseling performance, paying close attention to documentation and clinical review, and also to the client self reports. The multi-level team of Clinical Supervisor, Program Manager, Clinical Director, and Executive Director provide oversight that is designed to give many opportunities to review, correct, revise, and strengthen existing services.

Administrative performance evaluation activities include:

- 1) Weekly meetings with the Clinical Director and Clinical Supervisor individually
- 2) Client evaluation reviews by counselor, Clinical Supervisor, and Clinical Director
- 3) Weekly meetings with the Executive Director and the Clinical Director to report on program developments
- 4) Client evaluation reviews by the Executive Director before entering the data in the reporting system
- 5) Weekly group supervision meetings facilitated by the Clinical Supervisor and Clinical Director with counselors
- 6) Weekly meetings with the Executive Director, the Clinical Director, other program managers, and administrative staff to review programs, to maintain good communication among all parties, and to stay current with agency challenges, all of which afford the chance to detect program problems and review and revise programming to improve the quality of service delivery.

In addition, each program manager submits monthly performance reports to the board for their review and make extensive year-to-date presentations at the YWCA's annual meeting. On a quarterly basis, program managers also attend a board meeting to provide a basic level introduction to their respective programs/services coupled with how these tie to the strategic plan of the YWCA.

Quality Improvement

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Program Work Statement

Contract Start Date 9/1/2015 ***Contract End Date*** 9/30/2019

Quality management is addressed at Intake, where Intake counselors are invited to bring issues before supervisors as needed and also at the beginning and end of each semester, where a review meeting serves as an opportunity to review and revise procedures with the input of the new and departing Intake team. Review is also raised at the time of scheduling appointments, when suitability for short-term services may receive more attention. Individual weekly supervision for each counselor is an additional time for identifying problems not only in assisting clients, but also in observing how services are delivered and what procedures might ease a problem. Weekly supervision meetings are yet another opportunity to review and revise policies and procedures.

Counselor-related quality management activities include:

- 1) A 12- to 15-hour training course in YWCRC procedures prior to contact with clients
- 2) Weekly meetings with Clinical Supervisors to discuss clients, client issues strategies to assist clients, and to obtain feedback and guidance from the Supervisor
- 3) Supervisors' use of the Supervisory Checklist with new counselors to assist them in developing professional standards and practices while at the YWCA
- 4) Supervisors' use of the Documentation Checklist to insure that client charts are maintained in the best order possible
- 5) Training on compliance with federal, state, and local guidelines regarding reports of abuse, neglect or exploitation of clients and the proper documentation.

Whether YWCA mental health services are provided at the YW Counseling & Referral Center, or whether the services are provided off-site, the procedures for collecting and documenting client data are the same. In the event that a YWCRC counselor provides counseling off-site, (s)he must use the Daily Statistics Form to document every client served in individual, couple, or family counseling, as well as cancellations and no shows. The Counselors also use this form to note demographic information, such as age, ethnicity, gender, income and zip code at every client's first visit, which is subsequently entered into the YWCA client database system. YWCRC Counselors also document all clients served in therapy and skill-building groups conducted off-site by using the Group Statistics Form, where the clients enter their names and provide basic demographic information on the day of service delivery, such as age, ethnicity, gender, and zip code, which is entered into the YWCA client database system. Particularly careful attention is paid so that there is no duplication of client data entered from group services. Accessing income information for clients served in groups off-site continues to be an issue with partner organizations.

Service Coordination with Other Agencies

A substantial number of YWCA memoranda of understanding (MOU) for service coordination have extended over many years, such as with Austin Recovery (AR), where facilitators use an established curriculum to assist the women residents in defining past hurts, their after-effects, the nature of memories and feelings, and identifying triggers to relapse. In 2013, the YWCA successfully initiated group services at the Don T. Hutto Residential Center that address the unique needs, challenges, and opportunities of female immigrants from all over the world who find themselves detained and isolated due to their immigration status. Similarly, the YWCA offers group services to parenting and pregnant inmates, focused on reconnecting with their child(ren), building and rebuilding the parent/child relationship, exploring loss, defining the parent role, formulating realistic expectations, and preparing for reunification. Finally, the YWCA provides a menu of services focused on children's social/emotional learning at identified high-needs child care centers that are tailored to the center and teacher's specific needs, including teacher training, parent education, and individual and group counseling.

Coordination of services has obviously been a critical component to the success of all programs of the YWCA Greater Austin. With support from the City of Austin, the YWCA has coordinated services with innumerable City-funded organizations, where for many years we have referred and received clients, as well as provided comprehensive services for women. Most recently, Goodwill Industries of Central Texas has requested establishing "a quality continuum of services for recently released ex-offender women". The YWCA currently has memoranda of understanding (see attached) and/or service contracts with the following:

- United Way for Greater Austin (service contract): "to deliver service hours on the social/emotional learning development of preschool children, at no cost and on-site. So that centers receive intensive, non-duplicative services targeted to their staff and enrolled families' needs, YWCA services will be offered in coordination with the other UWATX funded Social Emotional Learning Collaborative partners."
- City of Austin Community Development Block Grant (service contract): "to operate a child care voucher system for low income families in crisis including accepting referrals from other social service agencies and assisting those referred parents to

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Last Modified, If Applicable 9/13/2018 11:31:00 AM

Program Work Statement

Contract Start Date 9/1/2015 **Contract End Date** 9/30/2019

find child care services."

- Austin Recovery: "to provide weekly psycho-educational group services to Austin Recovery residents on such topics as Healing Past Hurts and First Aide for Trauma Activation."
- Somatic Experiencing® Trauma Institute: to "assist...in promoting the Somatic Experiencing® Beginning I and II trainings with the professional counseling community".
- Don T. Hutto Residential Center: "to offer on-going support groups in Spanish and English that address the unique needs, challenges, and opportunities of female immigrants particularly those who have experienced trauma and/or find themselves isolated due to their immigration status."
- Travis County Sheriff's Office: "to serve the parenting and pregnant population of TCCC by providing a weekly group, as well as inform group participants of individual and group counseling services available to them once released to support in the maintenance of their growth and development."
- Goodwill Industries of Central Texas: to "accept referrals from the R.I.S.E Program for female clients, who are in need of individual, group, and/or family counseling services."

Service Collaboration with Other Agencies

N/A

Community Planning Activities

The YWCA's Executive Director and Clinical Director(s) have been involved in the Behavioral Health Planning Partnership since its inception in 1997, working to maximize services and resources through the use of cooperative/collaborative strategies that "resulted in a client-focused continuum of care for youth and adults with mental illness and/or substance use disorders in Travis County". Similarly, in 2004, the YWCA responded to an invitation from City of Austin Mayor Will Wynn to participate in the Mayor's Mental Health Task Force. Serving on the Short- and Long-Term Treatment Subcommittee, the YWCA Clinical Director worked in consort with 40 other nonprofit organizations to:

- 1) identify the strengths and gaps in mental health services in the community
- 2) develop criteria that define a mentally healthy community
- 3) create an action plan to close the gaps in the community

In line with our work on Somatic Experiencing® and ever-growing behavioral health services with families, the Clinical Director has also begun to represent the YWCA at the newly formed Trauma Informed Care Consortium of Central Texas, which brings together professional organizations throughout Central Texas to address the trauma needs of children and families. Finally, the YWCA is also a member of the Central Texas Perinatal Coalition that brings together programs, agencies and professionals who provide medical, mental health and psychosocial services and support to the perinatal population. This participation is expected to enhance our work with women and their families.

Program Performance Measures

Contract Start
9/1/2015

Contract End
9/30/2019

Period Performance Start
10/1/2018

Period Performance End
9/30/2019

Outputs

OP #	Output Measure Description	Period Goal		
		City	Other	Total
1	Total Number of Unduplicated Clients Served	339	830	1169

Program Performance Measures

Contract Start
9/1/2015

Contract End
9/30/2019

Period Performance Start
10/1/2018

Period Performance End
9/30/2019

Outcomes

OC Item	Outcome Measure Description	Total Program Goal
1 Num	Number of individuals with improved mental health status as measured on a standardized assessment	200
1 Den	Number of individuals "initially" evaluated with a standardized assessment	250
1 Rate	Percent of individuals whose mental health status as measured on a standardized assessment improves	80
2 Num	Number of client responses that indicate improvement of knowledge after a group session	615
2 Den	Total number of client responses for all group sessions that were completed	768
2 Rate	Percent of client responses that indicate improvement of knowledge after a completed group session	80.08

Program Budget and Narrative

Program Start 10/1/2018

Program End 9/30/2019

	City Share	Other	Total
Salary plus Benefits	\$100,653.00	\$216,312.00	\$316,965.00
General Operations Expenses	\$28,544.00	\$98,100.00	\$126,644.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$28,544.00	\$98,100.00	\$126,644.00
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Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$129,197.00	\$314,412.00	\$443,609.00

Detailed Budget Narrative

Salaries plus Benefits

Includes direct service salaries/benefits for Clinical Director, Clinical Supervisor, Counselors and Clinical Receptionist plus allocated share of Executive Director and Executive Assistant

General Op Expenses

Includes all other expenses necessary to provide services such as: Occupancy, Copier Expense, Supplies, Telephone, Postage, Printing, Liability Insurance, Accounting, Audit, IT Services, Staff Development and Staff Mileage. All expenses not directly charged to program are allocated based on percentage of program salaries as compared to total agency salaries or percentage of square footage occupied by program

Program Subgrantees

Staff Travel

Conferences

Food and Beverage

Financial Assistance

Other Assistance

Capital Outlay



Amendment No. 3
to
Agreement No. NG150000045
for
Social Services
between
**YOUNG WOMEN'S CHRISTIAN ASSOCIATION
OF GREATER AUSTIN**
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Three Thousand One Hundred Fifty One dollars (\$3,151)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 348,714
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Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 3,151	\$ 378,455

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 11/20/2017]

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$378,455 (Three Hundred Seventy Eight Thousand Four Hundred Fifty Five dollars)**, and \$129,197 (*One Hundred Twenty Nine Thousand One Hundred Ninety Seven dollars*) per 12 month extension option, for a total Agreement amount of \$766,046. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

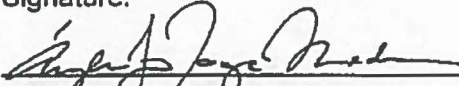
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BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE


Signature: _____


YOUNG WOMEN'S CHRISTIAN
ASSOCIATION OF GREATER AUSTIN
Angela-Jo Touza-Medina, Executive Director
2015 South IH-35, Suite 110
Austin, TX 78741

Date: 12/07/017

CITY OF AUSTIN

Signature: _____


City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 01/29/18

Program Budget and Narrative

	1	Period 2	3	Contract Start Contract End	9/1/2015 9/30/2018
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018	Total	
Salary plus Benefits	\$94,668.00	\$97,502.00	\$100,653.00		\$292,823.00
<i>General Operations Expenses</i>	\$28,544.00	\$28,544.00	\$28,544.00		\$85,632.00
<i>Program Subgrantees</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Conferences</i>	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$28,544.00	\$28,544.00	\$28,544.00		\$85,632.00
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00		\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$123,212.00	\$126,046.00	\$129,197.00		\$378,455.00
<i>Total Period Percentage</i>	32.56	33.31	34.14		

Detailed Budget Narrative

Salaries plus Benefits

Includes direct service salaries/benefits for Clinical Director, Clinical Supervisor, Counselors and Clinical Receptionist plus allocated share of Executive Director and Executive Assistant

General Op Expenses

Includes all other expenses necessary to provide services such as: Occupancy, Copier Expense, Supplies, Telephone, Postage, Printing, Liability Insurance, Accounting, Audit, IT Services, Staff Development and Staff Mileage. All expenses not directly charged to program are allocated based on percentage of program salaries as compared to total agency salaries or percentage of square footage occupied by program

Program Subgrantees

N/A

Staff Travel

N/A

Conferences

N/A

Food and Beverage

N/A

Financial Assistance

N/A

Other Assistance

N/A

Capital Outlay

N/A

**Applications Funded in Response to RFP EAD0116
Self Sufficiency Social Services**

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic ... (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C-3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic ... (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,934
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,548
97	Texas Rio Grande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
Total					\$96,391,362

* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.



Amendment No. 2
to
Contract No. NG150000045
for
Social Services
between
**YOUNG WOMEN'S CHRISTIAN ASSOCIATION
OF GREATER AUSTIN**
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Five Thousand Six Hundred Sixty Eight dollars (\$5,668)***. The total Agreement amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 348,714
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 20,922	\$ 369,636
Amendment No. 2: Add funds to Contract and modify Exhibits	\$5,668	\$ 375,304

- 3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 1/12/2017]

Exhibit E – Business Associate Agreement is added to the Agreement.

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 1.2 **Responsibilities of the Grantee**. The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$375,304 (Three Hundred Seventy Five Thousand Three Hundred Four dollars)**, and

\$126,046 (*One Hundred Twenty Six Thousand and Forty Six dollars*) per 12 month extension option, for a total Agreement amount of \$753,442. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

Section 4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The Grantee must submit a Budget Revision Form to the City prior to the submission of the Grantee's first monthly billing to the City following the transfer.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.2 For the Program Period of 10/1/2016 through 9/30/2017, the payment from the City to the Grantee shall not exceed \$126,046 (*One Hundred Twenty Six Thousand and Forty Six dollars*);

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$126,046 (*One Hundred Twenty Six Thousand and Forty Six dollars*).

Section 4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

Section 4.4 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

Section 4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

Section 4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an

accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

Section 4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
7. Selling and marketing
8. Travel/training outside Travis County

Section 4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space
9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs
12. Goods or services for officers' or employees' personal use
13. Housing and personal living expenses for organization's officers or employees

14. Idle facilities and idle capacity
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

Section 4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ctkodm.com/austin/>, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

Section 4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

Section 4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

Section 4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

Section 4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

Section 4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

Section 4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

- i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

Section 8.6 **Business Continuity**. Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

Section 8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

5.0 The following Terms and Conditions have been ADDED to the Agreement:

Section 4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

Section 4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

Section 8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

Section 8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

Section 8.27 **Public Information Act**. Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

Section 8.28 **HIPAA Standards**. As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. §

160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

Section 8.29 Political and Sectarian Activity. No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

Section 8.30 Culturally and Linguistically Appropriate Standards (CLAS). The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/fags/fags.html>.

6.0 MBE/WBE goals were not established for this Contract.

7.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

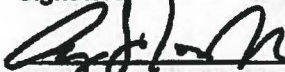
8.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

9.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

CONTRACTOR

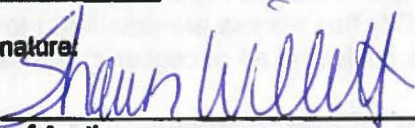
Signature:


YOUNG WOMEN'S CHRISTIAN
ASSOCIATION OF GREATER AUSTIN
Angela-Jo Touza-Medina, Executive Director
2015 South IH-35, Suite 110
Austin, TX 78741

Date: 2/22/2017

CITY OF AUSTIN

Signature:


City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 3/23/17

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018		<i>Total</i>
<i>Salary plus Benefits</i>	\$94,668.00	\$97,502.00	\$97,502.00		\$289,672.00
<i>General Operations Expenses</i>	\$28,544.00	\$28,544.00	\$28,544.00		\$85,632.00
<i>Program Subcontractors</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Conferences</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Operations SubTotal</i>	\$28,544.00	\$28,544.00	\$28,544.00		\$85,632.00
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Direct Assistance SubTotal</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Total</i>	\$123,212.00	\$126,046.00	\$126,046.00		\$375,304.00
<i>Total Period Percentage</i>	32.83	33.59	33.59		

Detailed Budget Narrative

<i>Salaries plus Benefits</i>	<i>Includes direct service salaries/benefits for Clinical Director, Clinical Supervisor, Counselors and Clinical Receptionist plus allocated share of Executive Director and Executive Assistant</i>
<i>General Op Expenses</i>	<i>Includes all other expenses necessary to provide services such as: Occupancy, Copier Expense, Supplies, Telephone, Postage, Printing, Liability Insurance, Accounting, Audit, IT Services, Staff Development and Staff Mileage. All expenses not directly charged to program are allocated based on percentage of program salaries as compared to total agency salaries or percentage of square footage occupied by program</i>
<i>Program Subcontractors</i>	N/A
<i>Staff Travel</i>	N/A
<i>Conferences</i>	N/A
<i>Food and Beverage</i>	N/A
<i>Financial Assistance</i>	N/A
<i>Other Assistance</i>	N/A
<i>Capital Outlay</i>	N/A

BUSINESS ASSOCIATE AGREEMENT PROVISIONS

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.

1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
2. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
3. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of

this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."
 6. Individual. "Individual" shall mean the person who is the subject of the protected health information.
 7. Incident. "Incident" means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
 8. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
 9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.
 10. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
 11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
 12. Subcontractor. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
 13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. § 164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
 - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
 - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
- 4. Safeguards.
 - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
 - (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
 - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. § 164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. § 164.526.
 - (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. § 164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than three days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.

1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.

F. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to

the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

G. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

H. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.



Amendment No. 1
to
Contract No. NG150000045
for
Social Services
between
**YOUNG WOMEN'S CHRISTIAN ASSOCIATION
OF GREATER AUSTIN**
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Contract is **Twenty Thousand Nine Hundred Twenty Two dollars (\$20,922)**. The total Contract amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 348,714
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 20,922	\$ 369,636

- 3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 3/24/2016]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 3/24/2016]

- 4.0 The following contract TERMS and CONDITIONS have been revised:

Section 4.1 [Contract Amount]. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty-seven (37) month term shall not exceed the amount approved by City Council, which is **\$369,636 (Three Hundred Sixty Nine Thousand Six Hundred Thirty Six dollars)**, and **\$123,212 (One Hundred Twenty Three Thousand Two Hundred Twelve dollars)** per twelve (12) month extension option, for a total Contract amount of \$739,272. Continuation of the Contract beyond the initial thirty-seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Grantee shall not exceed \$123,212 (*One Hundred Twenty Three Thousand Two Hundred Twelve dollars*);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Grantee shall not exceed \$123,212 (*One Hundred Twenty Three Thousand Two Hundred Twelve dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Grantee shall not exceed \$123,212 (*One Hundred Twenty Three Thousand Two Hundred Twelve dollars*).

5.0 MBE/WBE goals were not established for this Contract.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

7.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

CONTRACTOR

Signature: 

YOUNG WOMEN'S CHRISTIAN
ASSOCIATION OF GREATER AUSTIN
Angela-Jo Touza-Medina, Executive Director
2015 South IH-35, Suite 110
Austin, TX 78741

Date: 29 March 2016

CITY OF AUSTIN

Signature: 

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 7/7/16

Program Performance Measures

		Period			Contract Term
		1	2	3	
	Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
	End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Outputs		Period			Contract Term **
		1	2*	3*	
ID	Output Measure Description				
1	Total Number of Unduplicated Clients Served	447	408	392	1247

Outcomes		Period			Contract Term **
		1	2*	3*	
ID	Outcome Measure Description				
	Number of individuals with improved mental health status as measured on a standardized assessment	101	101	101	303
3A	Number of individuals "initially" evaluated with a standardized assessment	250	250	250	750
	Percent of individuals whose mental health status as measured on a standardized assessment improves	40.4	40.4	40.4	40.4
	Number of individuals who complete an educational program that improves their knowledge	344	344	344	1032
5A	Number of individuals participating in the educational program	750	750	750	2250
	Percent of individuals who complete an educational program and demonstrate improved knowledge	45.87	45.87	45.87	45.87

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 4/20/2015 12:49:00 PM Last Modified, If Applicable: 3/24/2016 5:28:00 PM

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		Total
Salary plus Benefits	\$94,668.00	\$94,668.00	\$94,668.00		\$284,004.00
General Operations Expenses	\$28,544.00	\$28,544.00	\$28,544.00		\$85,632.00
Program Subcontractors	\$0.00	\$0.00	\$0.00		\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$28,544.00	\$28,544.00	\$28,544.00		\$85,632.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00		\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$123,212.00	\$123,212.00	\$123,212.00		\$369,636.00
Total Period Percentage	33.33	33.33	33.33		

Detailed Budget Narrative

Salaries plus Benefits	Includes direct service salaries/benefits for Clinical Director, Clinical Supervisor, Counselors and Clinical Receptionist plus allocated share of Executive Director and Executive Assistant
General Op Expenses	Includes all other expenses necessary to provide services such as: Occupancy, Copier Expense, Supplies, Telephone, Postage, Printing, Liability Insurance, Accounting, Audit, IT Services, Staff Development and Staff Mileage. All expenses not directly charged to program are allocated based on percentage of program salaries as compared to total agency salaries or percentage of square footage occupied by program
Program Subcontractors	N/A
Staff Travel	N/A
Conferences	N/A
Food and Beverage	N/A
Financial Assistance	N/A
Other Assistance	N/A
Capital Outlay	N/A

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CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR APPLICATION (RFA)

SOLICITATION NO: EAD0116

DATE ISSUED: 2/24/14

COMMODITY CODE: 95243

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Erin D'Vincent

Senior Buyer

Phone: (512) 972-4017

E-Mail: Erin.D'Vincent@austintexas.gov

Questions regarding the RFA shall be sent to
CityHSRFA2014@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Self Sufficiency Social
Services

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND
TIME OPTION ONE:** 3/5/14, 2 PM – 4 PM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium
1520 Rutherford Lane, Austin, TX 78754

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND
TIME OPTION TWO:** 3/19/14, 9 AM – 11 AM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium
1520 Rutherford Lane, Austin, TX 78754

APPLICATION DUE PRIOR TO: 4/24/14, 11 AM, local time

APPLICATION CLOSING TIME AND DATE: 4/24/14, 11 AM, local
time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

All documents shall be submitted the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

Please note, you should have two sealed envelopes with your Offer. All Offers that are not submitted in separate, sealed envelopes or containers will not be considered. Your Offer should consist of a sealed envelope or container with your Threshold Review Checklist and all accompanying documents and a separate sealed envelope or container with your Application and electronic copies.

**SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE ON A CD OR
FLASH DRIVE**

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	10
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	14
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0610	APPLICATION THRESHOLD CHECKLIST	1
0615	CONNECTION TO THE GOALS AND CATEGORIES	1
0620	CLIENT ELIGIBILITY REQUIREMENTS	4
0625	HOMELESS HOUSING HABILITY STANDARDS	1
0630	HOMELESS MANAGEMENT INFORMATION SYSTEMS	1
0635	DEFINING EVIDENCE GUIDLINE	1
0640	PROGRAM PERFORMANCE MEASURES AND GOALS	1
0645	PROGRAM STAFF POSITIONS AND TIME	1
0650	PROGRAM BUDGET AND NARRATIVE	4
0655	PROGRAM FUNDING SUMMARY	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

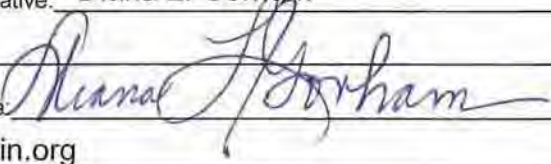
The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Young Women's Christian Association (YWCA) Greater Austin

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: Diana L. Gorham

Title: Executive Director

Signature of Officer or Authorized Representative: 

E-Mail Address: gorham@YWCAaustin.org

Phone Number: 512-326-1222

Date: 4/14/14

* Application response must be submitted with this Offer sheet to be considered for award



**CONTRACT BETWEEN
THE CITY OF AUSTIN
AND
YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF GREATER AUSTIN
FOR
SOCIAL SERVICES**

CONTRACT NO. NG150000045

CONTRACT AMOUNT: \$348,714

This Contract is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and Young Women's Christian Association of Greater Austin ("Contractor"), a Texas non-profit corporation, having offices at 2015 South IH 35, Suite 110, Austin, TX 78741.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 Engagement of the Contractor. Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the attached Contract Exhibits.

1.2 Responsibilities of the Contractor. The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Contract Exhibits. The Contractor shall assure that all Contract provisions are met by the Subcontractor.

1.3 Responsibilities of the City. The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Contractor.

1.4 Designation of Key Personnel. The City's Contract Manager for this Contract, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Contractor's performance under this Contract as needed to represent the City's interest in the Contractor's performance.

1.4.1 The City's Contract Manager, Edna Staniszewski or designee:

- may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Contractor's Contract Manager, Diana L. Gorham, Executive Director, or designee, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Contract.** The Contract shall be in effect for a term of thirty seven (37) months beginning September 1, 2015 and ending September 30, 2018, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all services described in the attached Contract Exhibits in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Contract Amount.** The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty seven (37) month term shall not exceed the amount approved by City Council, which is **\$348,714 (Three Hundred Forty Eight Thousand Seven Hundred Fourteen dollars)**, and \$116,238 (*One Hundred Sixteen Thousand Two Hundred Thirty Eight dollars*) per twelve (12) month extension option, for a total Contract amount of \$697,428. Continuation of the Contract beyond the initial thirty seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 The Contractor shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Contractor may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfer will not increase or decrease the total monetary obligation of the City under this Contract; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The CONTRACTOR must submit a Budget Revision Form to the City **prior** to the submission of the CONTRACTOR'S first monthly billing to the City following the transfer.

4.1.2 Payment to the Contractor shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed \$116,238 (*One Hundred Sixteen Thousand Two Hundred Thirty Eight dollars*);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Contractor shall not exceed \$116,238 (*One Hundred Sixteen Thousand Two Hundred Thirty Eight dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Contractor shall not exceed \$116,238 (*One Hundred Sixteen Thousand Two Hundred Thirty Eight dollars*).

4.2 **Requests for Payment.**

Payment to the Contractor shall be due thirty (30) calendar days following receipt by the City of Contractor's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ckodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday.** Contractor must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the contractor's financial management system
- Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.

4.2.1 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

4.3 **Payment.**

4.3.1 All requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Contractor;

4.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

4.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

4.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.3.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;

4.3.3.7 failure of the Contractor to comply with any material provision of the Contract; or

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

- 4.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

- 4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

- 4.7 **Financial Terms.**

4.7.1 The City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms

and conditions of this Contract. The City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.

4.7.3 Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.

4.7.4 The City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to the City within sixty (60) calendar days following termination date of this Contract.

4.7.5 Contractor agrees to refund to the City any funds paid under this Contract which the City determines have resulted in overpayment to Contractor or which the City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Contractor, and the City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

4.7.6 Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.7.7 Contractor is required to utilize an online contract management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Contractor is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Contractor shall expend the City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract budget amount to reflect projected expenditures, as determined by the City.

4.8 Allowable and Unallowable Costs.

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Contract Exhibits. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.

4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Contract.
2. Conform to any limitations or exclusions set forth in this Contract.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).

5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization". The item shall be specifically identified in the budget.

1. Alteration, construction, or relocation of facilities
2. Depreciation.
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Donations and contributions including donated goods or space
8. Entertainment costs
9. Fines and penalties (including late fees)
10. Fundraising and development costs
11. Goods or services for officers' or employees' personal use
12. Housing and personal living expenses for organization's officers or employees
13. Idle facilities and idle capacity
14. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
15. Lobbying or other expenses related to political activity
16. Losses on other agreements or contracts or casualty losses
17. Taxes, other than payroll and other personnel-related levies

4.9 **Reports.**

4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <http://www.ckodm.com/austin/> by the deadline outlined in section 4.2. Contractor must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Contractor of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.

4.9.4 A Contract Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.5 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.

4.10 **Contractor Policies and Procedures.** Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this contract. If the Contractor asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided.

4.11.3 Contractor shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.

4.11.4 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.12 Financial Audit of Contractor.

4.12.1 In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.

4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from the Contractor;
- ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.

- i. Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
- ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
 - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
 - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

4.12.9 Right To Audit By Office of City Auditor.

4.12.9.1 Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Contractor related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

4.13 Ownership of Property.

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.

4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

SECTION 5. TERMINATION

- 5.1 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 5.2 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.
- 5.3 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

- 6.1 **Insurance.** The following insurance requirements apply.

6.1.1 General Requirements

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The Contractor must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.

6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin
Health and Human Services Department
ATTN: Community Based Resources
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

- 6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project
- 6.1.2.1.2 Independent Contractor's Coverage
- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

* **Supplemental Insurance Requirement.** If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2 **Business Automobile Liability Insurance.**

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage

6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

6.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

6.1.2.3.1 The Contractor's policy shall apply to the State of Texas

6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 **Professional Liability Insurance.**

6.1.2.4.1 Contractor shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required

coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 **Equal Opportunity.**

6.2.1.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.

6.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

6.3 **Inspection of Premises.** The City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.

6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

6.5 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

7.1 **Authority.** Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.

7.2 **Performance Standards.** Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Contractor agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

8.1 **Criminal Background Checks.** Contractor and Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that the City reasonably believes is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE

PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

- 8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 8.6 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.
- 8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:	With copy to:
City of Austin, Health and Human Services Department Community Services Division	Young Women's Christian Association of Greater Austin	City of Austin Health and Human Services Dept.
ATTN: Stephanie Hayden, Assistant Director	ATTN: Diana L. Gorham, Executive Director	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. H Austin, TX 78702	2015 South IH 35, Suite 110 Austin, TX 78741	7201 Levander Loop, Bldg. E Austin, TX 78702

- 8.8 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- 8.9 **Advertising.** Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 8.10 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 8.11 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 8.12 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 8.13 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 8.14 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 8.15 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 **Modifications.** The Contract can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Contractor invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

8.17 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

8.18 **Dispute Resolution.**

8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Contract.

8.20 **Living Wage Policy**

[Reserved]

8.21 **Subcontractors.**

8.21.1 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.

8.21.1.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a

condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include the same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.21.1.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

8.21.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.21.2 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

8.21.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

8.22 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November

Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

- 8.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
- 8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

**YOUNG WOMEN'S CHRISTIAN ASSOCIATION
OF GREATER AUSTIN**

Signature: _____

Name: _____

Printed Name

Title: _____

Date: _____

CITY OF AUSTIN

Signature: _____

Name: _____

PURCHASING OFFICE

Date: _____

EXHIBITS

Exhibit A – Program Forms

- A.1 Program Work Statement
- A.2 Program Performance Measures
- A.3 Client Eligibility Requirements

Exhibit B – Program Budget Forms

- B.1 Program Budget and Narrative

Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Program Goals And Objectives

The Young Women's Christian Association (YWCA) of Greater Austin proposes to deter the growth of problem conditions at the individual level through our behavioral health program, the YW Counseling & Referral Center (YWCRC) for adults and families. Counseling at the YWCA is a safe, confidential process where adults and their families can meet their essential needs and improve or maintain their quality of life by processing thoughts and feelings, identifying and defining concerns, developing coping strategies, and setting specific goals, in the context of talk and/or play therapy. With the help of counseling, women and their families acquire the support they need to access personal power, begin to understand their feelings and take steps to address complexities that may be challenging personal development. YWCRC counselors assist women and their families with issues such as anxiety, violence, PTSD, grief and loss, depression, attachment, family dynamics, immigration, intimate relationships, and pre/post-natal mental health in our efforts to promote the mental health of Greater Austin residents of all cultures, and all vulnerable populations.

Program Clients Served

The YWCA's general target population for this proposal is low income adult women and their families, who have few resources accessible to them. The YWCA also provides counseling and/or group services for special populations, such as monolingual Spanish-speaking women and their families, women veterans, women in recovery from addictions, incarcerated women, immigrant women and transgendered individuals from all over the world, and even other service providers working with immigrants. Currently, YWCRC's largest group services are offered at an immigration detention center which houses up to 500 women detainees who have suffered both physical and psychological trauma as a result of civil war, torture, or domestic abuse in their home countries and are seeking refuge in the United States. Also, the YWCA serves women residents at Austin Recovery in groups addressing addiction and managing relapse tendencies.

Program Services And Delivery

Counseling for women, couples, and families begin with an initial client call, at which masters-level student interns and/or clinical staff screen callers for eligibility and appropriateness for short-term services. At the end of the call the client is assessed a fee based on a sliding fee scale. For residents of Travis County whose income falls 200% or below federal poverty guidelines YWCRC offers a sliding fee starting at \$5 per session and graduates to \$30. YWCRC also offers a sliding scale for others; this scale starts at \$35.00 per session and graduates to \$80. At the first appointment, clients complete paperwork that includes HIPAA material on confidentiality, a psychosocial history, and a pre-test about self-esteem that provides a base-line for later self evaluations. In the first session counselors carefully review confidentiality issues, the client's psychosocial history, and then focus on the problem(s) the client wants to address. In the second session counselors assist clients in identifying workable goals for their short-term counseling experience. This process is influenced by Locke and Latham's Goal Setting Theory which utilizes SMART goals (Specific, Measurable, Attainable, Realistic, and Time-bound) (Locke & Latham, 2002). The remaining eight available sessions focus on client issues relative to their goals, and are conducted within a Relational-Cultural framework. Throughout treatment counselors are careful to make appropriate and useful referrals to provide clients with as many resources as possible. Careful attention is given to the termination of services, where referrals are made to other agencies or individual therapists for continuing services, if they are recommended.

Group services are offered on-site at the YWCA and offsite at various locations. Groups respond to needs as they are identified by clinicians, partner organizations, or as requested by YWCRC clients, such as the group for providers who work with refugees or other immigrants--especially those who have survived trauma or are struggling with immigration status issues. When an offsite weekly group has been agreed upon, a memorandum of agreement is generated by the YWCA to finalize the agreement, and signatures of the YWCA Executive Director and the appropriate other party are collected. At this time there is no cost for these ongoing hour-long offerings and they are provided as part of the current funding agreement with the YWCA funding sources. Counseling procedures at YWCRC follow best practice guidelines as identified in the Social Work and Licensed Professional Counselor Codes of Ethics, various federal, state, and local laws, and described within the YWCRC Clinical Policies and Procedures Manual.

System for Collecting and Reporting Program Data

To calculate the required outputs, counselors are trained to use the YWCRC Daily Statistics Form to document every client served in individual, couple, or family counseling, as well as cancellations and no shows. Counselors, Supervisors, Clinical

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Program Work Statement

Contract Start Date 9/1/2015 **Contract End Date** 9/30/2018

Director and the Executive Director collect, analyze, and report on each client who receives mental health counseling in individual, couples, or family counseling services. Each client is counted once annually as a new client at the time they first enter services. Similarly, counselors document all clients served in therapy and skill-building groups by using the YWCRC Group Statistics Form, where the clients enter their names and provide basic demographic information on the day of service delivery, such as age, ethnicity, gender, income and zip code, which is entered into the client database system. Careful attention is paid so that there is no duplication of client data entered from group services. To calculate the first proposed outcome (percent of individuals who make progress toward treatment plan goals), clients provide self-assessment of the counseling experience by a comparison of up to three tests taken by the client over the course of her ten counseling sessions. The Pre-Counseling Test, completed by the client in the waiting room before the first session, gives the counselor an idea of the client's perceptions of her self-esteem and perceived functioning prior to counseling. At the fourth session, a Mid Evaluation Form is completed by the client, which addresses similar self-esteem issues, and also asks the client to self-report regarding progress made on at least one treatment plan goal. At the end of sessions the client is asked to complete a Final Evaluation, which duplicates self-esteem issues, the counseling experience, and addresses the question of accomplishment of at least one treatment plan goal. The Final Evaluation form also offers the client an opportunity for an extended written option to report on the counseling experience. At termination, the evaluations are circulated from the counselor to the Clinical Supervisor/Clinical Director, and to the Executive Director for review and oversight of service delivery. This data regarding improvement is then entered into the client database system. To calculate the second proposed outcome (percent of individuals who demonstrate improved life skills and/or knowledge), group clients are asked to give feedback using the YWCRC Group Evaluation Form upon the conclusion of the group session. Several questions ask the clients to rate their experience with the group as "very successful," "successful," "not successful," and they are also asked to identify specifically something new that they have learned. Group facilitators, the Clinical Supervisor, the Clinical Director and the Executive Director review these responses before their entry into the client database system.

Performance Evaluation

At the YWCA, clinical supervisors closely evaluate counseling performance, paying close attention to documentation and clinical review, and also to the client self reports. The multi-level team of Clinical Supervisor, Program Manager, Clinical Director, and Executive Director provide oversight that is designed to give many opportunities to review, correct, revise, and strengthen existing services. Administrative performance evaluation activities include 1) weekly meetings with the Clinical Director and Clinical Supervisor individually, 2) client evaluation reviews by counselor, Clinical Supervisor, and Clinical Director, 3) weekly meetings with the Executive Director and the Clinical Director to report on program developments, 4) client evaluation reviews by the Executive Director before entering the data in the reporting system, 5) weekly group supervision meetings facilitated by the Clinical Supervisor and Clinical Director with counselors, and 6) weekly meetings with the Executive Director, the Clinical Director, other program managers, and administrative staff to review programs, to maintain good communication among all parties, and to stay current with agency challenges, all of which afford the chance to detect program problems and review and revise programming to improve the quality of service delivery. In addition, each program manager submits monthly performance reports to the board for their review and make extensive year-to-date presentations at the YWCA's annual meeting. On a quarterly basis, program managers also attend a board meeting to provide a basic level introduction to their respective programs/services coupled with how these tie to the strategic plan of the YWCA.

Quality Improvement

Quality management is addressed at Intake, where Intake counselors are invited to bring issues before supervisors as needed and also at the beginning and end of each semester, where a review meeting serves as an opportunity to review and revise procedures with the input of the new and departing Intake team. Review is also raised at the time of scheduling appointments, when suitability for short-term services may receive more attention. Individual weekly supervision for each counselor is an additional time for identifying problems not only in assisting clients, but also in observing how services are delivered and what procedures might ease a problem. Weekly supervision meetings are yet another opportunity to review and revise policies and procedures. Counselor-related quality management activities include 1) a 12- to 15-hour training course in YWCRC procedures prior to contact with clients, 2) weekly meetings with Clinical Supervisors to discuss clients, client issues, strategies to assist clients, and to obtain feedback and guidance from the Supervisor, 3) Supervisors' use of the Supervisory Checklist with new counselors to assist them in developing professional standards and practices while at the YWCA, 4) Supervisors' use of the Documentation Checklist to insure that client charts are maintained in the best order possible, and 5) training on compliance with federal, state, and local guidelines regarding reports of abuse, neglect or exploitation of clients and the proper documentation. Whether YWCA mental health services are provided at the YW Counseling & Referral Center, or whether the services are provided off-site, the procedures for collecting and documenting client data are the same. In the event that a YWCRC counselor provides counseling off-site, (s)he must use the Daily

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Program Work Statement

Contract Start Date 9/1/2015 **Contract End Date** 9/30/2018

Statistics Form to document every client served in individual, couple, or family counseling, as well as cancellations and no shows. The Counselors also use this form to note demographic information, such as age, ethnicity, gender, income and zip code at every client's first visit, which is subsequently entered into the YWCA client database system. YWCRC Counselors also document all clients served in therapy and skill-building groups conducted off-site by using the Group Statistics Form, where the clients enter their names and provide basic demographic information on the day of service delivery, such as age, ethnicity, gender, and zip code, which is entered into the YWCA client database system. Particularly careful attention is paid so that there is no duplication of client data entered from group services. Accessing income information for clients served in groups off-site continues to be an issue with partner organizations.

Service Coordination with Other Agencies

A substantial number of YWCA memoranda of understanding (MOU) for service coordination have extended over many years, such as with Austin Recovery (AR), where facilitators use an established curriculum to assist the women residents in defining past hurts, their after-effects, the nature of memories and feelings, and identifying triggers to relapse. In 2013, the YWCA successfully initiated group services at the Don T. Hutto Residential Center that address the unique needs, challenges, and opportunities of female immigrants from all over the world who find themselves detained and isolated due to their immigration status. Similarly, the YWCA offers group services to parenting and pregnant inmates, focused on reconnecting with their child(ren), building and rebuilding the parent/child relationship, exploring loss, defining the parent role, formulating realistic expectations, and preparing for reunification. Finally, the YWCA provides a menu of services focused on children's social/emotional learning at identified high-needs child care centers that are tailored to the center and teacher's specific needs, including teacher training, parent education, and individual and group counseling.

Coordination of services has obviously been a critical component to the success of all programs of the YWCA Greater Austin. With support from the City of Austin, the YWCA has coordinated services with innumerable City-funded organizations, where for many years we have referred and received clients, as well as provided comprehensive services for women. Most recently, Goodwill Industries of Central Texas has requested establishing "a quality continuum of services for recently released ex-offender women". The YWCA currently has memoranda of understanding (see attached) and/or service contracts with the following:

- United Way for Greater Austin (service contract): "to deliver service hours on the social/emotional learning development of preschool children, at no cost and on-site. So that centers receive intensive, non-duplicative services targeted to their staff and enrolled families' needs, YWCA services will be offered in coordination with the other UWATX funded Social Emotional Learning Collaborative partners."
- City of Austin Community Development Block Grant (service contract): "to operate a child care voucher system for low income families in crisis including accepting referrals from other social service agencies and assisting those referred parents to find child care services."
- Austin Recovery: "to provide weekly psycho-educational group services to Austin Recovery residents on such topics as Healing Past Hurts and First Aide for Trauma Activation."
- Somatic Experiencing® Trauma Institute: to "assist...in promoting the Somatic Experiencing® Beginning I and II trainings with the professional counseling community".
- Don T. Hutto Residential Center: "to offer on-going support groups in Spanish and English that address the unique needs, challenges, and opportunities of female immigrants particularly those who have experienced trauma and/or find themselves isolated due to their immigration status."
- Travis County Sheriff's Office: "to serve the parenting and pregnant population of TCCC by providing a weekly group, as well as inform group participants of individual and group counseling services available to them once released to support in the maintenance of their growth and development."
- Goodwill Industries of Central Texas: to "accept referrals from the R.I.S.E Program for female clients, who are in need of individual, group, and/or family counseling services."

Service Collaboration with Other Agencies

N/A

Community Planning Activities

The YWCA's Executive Director and Clinical Director(s) have been involved in the Behavioral Health Planning Partnership since its inception in 1997, working to maximize services and resources through the use of cooperative/collaborative strategies that "resulted in a client-focused continuum of care for youth and adults with mental illness and/or substance use

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Program Work Statement

Contract Start Date 9/1/2015 ***Contract End Date*** 9/30/2018

disorders in Travis County". Similarly, in 2004, the YWCA responded to an invitation from City of Austin Mayor Will Wynn to participate in the Mayor's Mental Health Task Force. Serving on the Short- and Long-Term Treatment Subcommittee, the YWCA Clinical Director worked in consort with 40 other nonprofit organizations to 1) identify the strengths and gaps in mental health services in the community, 2) develop criteria that define a mentally healthy community, and 3) create an action plan to close the gaps in the community. In line with our work on Somatic Experiencing® and ever-growing behavioral health services with families, the Clinical Director has also begun to represent the YWCA at the newly formed Trauma Informed Care Consortium of Central Texas, which brings together professional organizations throughout Central Texas to address the trauma needs of children and families. Finally, the YWCA is also a member of the Central Texas Perinatal Coalition that brings together programs, agencies and professionals who provide medical, mental health and psychosocial services and support to the perinatal population. This participation is expected to enhance our work with women and their families.

Program Performance Measures

		Period			Contract Term
		1	2	3	
	Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
	End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Outputs		Period			Contract Term **
		1	2*	3*	
ID	Output Measure Description				
1	Total Number of Unduplicated Clients Served	395	385	370	1150

Outcomes		Period			Contract Term **
		1	2*	3*	
ID	Outcome Measure Description				
	Number of individuals with improved mental health status as measured on a standardized assessment	101	101	101	303
3A	Number of individuals "initially" evaluated with a standardized assessment	250	250	250	750
	Percent of individuals whose mental health status as measured on a standardized assessment improves	40.4	40.4	40.4	40.4
	Number of individuals who complete an educational program that improves their knowledge	344	344	344	1032
5A	Number of individuals participating in the educational program	750	750	750	2250
	Percent of individuals who complete an educational program and demonstrate improved knowledge	45.87	45.87	45.87	45.87

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

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City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.

GENERAL

- Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
 - ♦ Annual certification of client eligibility
 - ♦ Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
 - ♦ If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
 - ♦ Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
 - ♦ Clients in programs serving victims of violence are not subject to residency or income requirements
 - ♦ Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

IDENTITY

- Client must provide proof of identity in order to receive City-funded services, documented by:
 - ♦ A government –issued identification; or
 - ♦ A signed Self-Declaration of Identity supported by client residency documentation

RESIDENCY

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
 - ♦ Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
 - ♦ Residency eligibility must be verified by one or more of the following sources:
 - Austin GIS Jurisdictions Web Map (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
 - Travis County Appraisal District website (<http://www.traviscad.org>)

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- U.S. Postal Service website (verification of County only) (www.usps.com)

INCOME

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
 - For the purposes of determining eligibility for City-funded services, a family unit consists of:
 - A person living alone:
 - An adult living alone
 - A minor child living alone or with others who are not responsible for the child's support
 - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
 - Two persons in a domestic partnership, or legal or common-law marriage
 - One or both legal parents and minor children
 - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

(1) Included Income:

- (A) Temporary Assistance for Needy Families (TANF);
- (B) Money, wages and salaries before any deductions;
- (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and
- (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

(2) Excluded Income:

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
- (B) The sale of property, a house, or a car;
- (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
- (E) One-time insurance payments or compensation for injury;
- (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
- (G) Food or housing received in lieu of wages;
- (H) The value of food and fuel produced and consumed on farms;
- (I) The imputed value of rent from owner-occupied non-farm or farm housing;
- (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
- (K) Housing assistance and combat zone pay to the military;
- (L) Veterans (VA) Disability Payments;
- (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
- (N) Child support payments.

- Client income amounts must reflect *Gross Income*, before any deductions
- If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
- Income documentation requirement:
 - ❖ Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
 - ❖ Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.

Program Budget and Narrative

	<i>1</i>	<i>Period</i> <i>2</i>	<i>3</i>	<i>Contract Start</i> <i>Contract End</i>	<i>9/1/2015</i> <i>9/30/2018</i>
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		Total
Salary plus Benefits	\$89,309.00	\$89,309.00	\$89,309.00		\$267,927.00
General Operations Expenses	\$26,929.00	\$26,929.00	\$26,929.00		\$80,787.00
Program Subcontractors	\$0.00	\$0.00	\$0.00		\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$26,929.00	\$26,929.00	\$26,929.00		\$80,787.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00		\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$116,238.00	\$116,238.00	\$116,238.00		\$348,714.00
Total Period Percentage	33.33	33.33	33.33		

Detailed Budget Narrative

Salaries plus Benefits	Includes direct service salaries/benefits for Clinical Director, Clinical Supervisor, Counselors and Clinical Receptionist plus allocated share of Executive Director and Executive Assistant
General Op Expenses	Includes all other expenses necessary to provide services such as: Occupancy, Copier Expense, Supplies, Telephone, Postage, Printing, Liability Insurance, Accounting, Audit, IT Services, Staff Development and Staff Mileage. All expenses not directly charged to program are allocated based on percentage of program salaries as compared to total agency salaries or percentage of square footage occupied by program
Program Subcontractors	N/A
Staff Travel	N/A
Conferences	N/A
Food and Beverage	N/A
Financial Assistance	N/A
Other Assistance	N/A
Capital Outlay	N/A

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:
Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 26th day of May, 2015

CONTRACTOR
Authorized
Signature

Title

YWCA Greater Austin
Maria Johnson
Executive Director

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. EXPLANATIONS OR CLARIFICATIONS: (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to CityHSRFA2014@austintexas.gov by 4 PM on April 11th, 2014. Questions not submitted to the email address above or after the deadline will not be addressed. Questions and Answers will be available at the following link: <http://austintexas.gov/article/social-services-solicitation>

2. INSURANCE: Insurance is required for this solicitation.

Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements (A-J) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

II. Specific Requirements

The following requirements (II.A - II.G, inclusive) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
 - \$100,000 bodily injury each accident
 - \$100,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limits:
 - \$500,000* combined single limit per occurrence for coverage A and B.
 - *Supplemental Insurance Requirement
 - If eldercare, childcare, or housing for clients is provided, the required limits shall be:
\$1,000,000 per occurrence
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket Contractual liability for this Contract
 - b. Products and Completed Operations
 - c. Independent Contractor Coverage
3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. City of Austin named as additional insured (Form CG 2010)
4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
 - The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

C. Business Automobile Liability Insurance

1. Minimum limits:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

\$500,000 combined single limit per occurrence

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CA 0444)
 - b. Thirty (30) day Notice of Cancellation (Form CA 0244)
 - c. City of Austin named as additional insured (Form CA 2048)

D. Professional Liability Insurance

Coverage shall be provided with a minimum limit of \$1,000,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

E. Blanket Crime Policy Insurance

A Blanket Crime Policy **providing coverage for employee dishonesty** shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by the HHSD Director.

F. Directors and Officers Insurance

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

G. Property Insurance

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

- H. Commercial Crime Insurance** for all losses emanating from the handling of checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of the sum total dollar amount of City contracts for social services.

- III. Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

**CITY OF AUSTIN
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- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.

5. INTERLOCAL PURCHASING AGREEMENTS: (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

7. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

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- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

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CITY OF AUSTIN
2014 SELF-SUFFICIENCY CONTINUUM FOR SOCIAL SERVICES**

1. INTRODUCTION

The overall objective for this competitive solicitation is to establish contracts with community-based organizations for services that promote self-sufficiency across the Life Continuum in an amount approximately \$13,815,227 per 12-month period. The contracted services shall target people who are residents of Austin and/or Travis County with gross income at or below 200% of federal poverty guidelines, with exceptions to this eligibility requirement for services designed specifically for homeless individuals and families and services designed specifically for victims of sexual and domestic violence.

To that end, the City of Austin (City) seeks applications in response to this Request for Applications (RFA) from qualified providers (Applicants) with demonstrated experience in providing social services to children, youth, adults and families, and/or seniors and persons with disabilities with diverse needs along a self-sufficiency continuum. The City requests applications that address social services' self-sufficiency goals across the Life Continuum.

1.1 Self-sufficiency Goals:

- a. Safety Net/Infrastructure Services: Ensure that no person is without such basic necessities as food, clothing, health, shelter, and behavioral health care, or constitutionally-guaranteed legal rights
- b. Transition Out of Poverty: Ensure developmental, educational, employment and other special opportunities for disadvantaged persons to further self-reliance
- c. Problem Prevention: Deter the growth of problem conditions at the individual and community level through education, preventive physical and behavioral health programs, crime prevention and other preventive programs
- d. Universal Support Services: Provide family and societal support services in response to long-term issues such as poverty and new problems created by urbanization and technological advances. These include education, child care, counseling and assistance for the aging, youth, homeless, and unemployed, rehabilitation services and other support rehabilitation services
- e. Enrichment: Encourage personal development and community enrichment through cultural and educational programs

1.2 Life Continuum Categories:

- a. Early Childhood: Represents the critical developmental period from birth through 5 years old. It provides the continuum of care (prevention, intervention, and treatment) that nurtures children to their optimal development in all domains: physical, social, emotional, language, and intellectual. Early childhood services support the evidence that children's development is intertwined with their environments and relationships at home, at school, and in the community, and with the adults in those environments including parents/families, caregivers, teachers, and service providers.
- b. Youth: Focuses on the lives and needs of youth and adolescents, defined as individuals ages 6-21, by addressing areas of opportunity, out of school time, youth enrichment, and healthy development. Through the participation of these programs, youth are given the

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tools to successfully transition through the educational continuum to employment; experience physical and emotional well-being; understand learning and training opportunities; and experience positive growth for themselves and their community.

- c. **Adults and Families:** Focuses on assisting adults and families with meeting their essential needs and improving or maintaining their quality of life by providing basic needs, housing and homeless services, behavioral health, workforce development and other social services.
- d. **Seniors & Persons with Disabilities:** With a rapidly growing number of seniors, defined as individuals of 55 years of age or older, and a significant population of people with disabilities, including both physical and mental disabilities, services to these individuals are intended to help them maintain dignity, independent living, housing stability, and to assist with basic needs.

Contracts entered into under this RFA are anticipated to be for an initial three-year period, beginning October 1, 2015, with three one-year renewal options for a total contract period not to exceed six (6) years. All contracts awarded through this solicitation will require authorization of the Austin City Council. The City Council has directed that final contract decisions be consistent with the goals of the Imagine Austin Comprehensive Plan and other community plans outlined in this solicitation.

2. BACKGROUND

A Focus on Self-Sufficiency Across the Life Continuum

In preparation for this RFA, the City engaged a broad range of stakeholders in community conversations and consulted various local, state, and federal action plans and reports. These efforts highlighted issue areas that promote self-sufficiency across the Life Continuum such as: 1) Basic Needs, 2) Behavioral Health, 3) Child and Youth Services, 4) Homeless Services, and 5) Workforce Development.

The following plans and reports identify significant needs in our community, gaps in services, and/or best practices for strategies that foster and support self-sufficiency for individuals and families. This is a partial list of the documents used and does not include all applicable plans and reports.

- a. *School Readiness Action Plan* (May 2012), UnitedWay
- b. *Priority Outcomes for Child and Youth Well-being*, (2012) Ready by 21 Coalition of Central Texas
- c. *Travis County Community Impact Report* (2012), Travis County HHS & VS
- d. *Hunger and Homelessness Survey* (Dec 2012), The U.S. Conference of Mayors
- e. *CAN Community Dashboard* (2012, 2013), Community Advancement Network
- f. *Permanent Supportive Housing Strategy* (September 2010), City of Austin & CSH
- g. *Home Health Quality Initiative* (April 2013), Centers for Medicare & Medicaid Services
- h. *10 Year Plan to End Homelessness* (2010), Ending Community Homelessness Coalition

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- i. *American Community Survey* (2012), U.S. Census Bureau – and the *Travis County Snapshot from the 2012 American Community Survey*, Travis County HHS & VS
- j. *SAMHSA's National Registry of Evidence-based Programs and Practices* (2013), The Substance Abuse and Mental Health Services Administration
- k. *Austin/Travis County Community Health Assessment* (2012), A/TCHHSD, Travis County HHS & VS, Central Health, St. David's Foundation, Seton Healthcare Family, UTHSC
- l. *Mayor's Mental Health Task Force Final Report* (2005), Austin/Travis County Behavioral Health Planning Partnership
- m. *Embracing an Age Diverse Austin: Mayor's Task Force on Aging Report and Recommendations* (2013), Mayor's Task Force on Aging
- n. *Imagine Austin* (2012), City of Austin

As the community's social and economic environment continues to change, the City will invest in social services that focus on promoting and sustaining self-sufficiency for targeted individuals and families across the Life Continuum.

3. PRINCIPAL OBJECTIVE & GOALS

This RFA establishes an open and competitive process which encourages applications that are client-centered and employ evidence-based, research-based or promising practices that promote self-sufficiency across the Life Continuum. This RFA requires the service strategy/strategies proposed be consistent with one or more of the goals outlined below:

- a. Early Childhood:
 - 1. **READY FAMILIES GOALS:** Parents have a secure attachment to their infants and young children. Parents respond appropriately to their children's cues. Families provide stimulating learning experiences for their children prior to school entry. Families are financially stable.
 - 2. **READY SERVICES: EARLY CHILDHOOD EDUCATION GOALS:** Affordable, accessible early education services are available for all families. Available early education services are culturally relevant, healthful, engaging, rigorous, and are of sufficient quality to measurably impact school readiness outcomes.
 - 3. **READY SERVICES: PREVENTATIVE PRIMARY CARE & MENTAL HEALTH GOALS:** Children and family members are linked to preventative physical and mental health services and treatment as needed. Children with developmental delays are referred to appropriate services.
 - 4. **READY CHILDREN GOALS:** Low-income Travis County children ages 0–5 are happy, healthy and prepared for school success.
(School Readiness Action Plan)
- b. Youth:
 - 1. Children, youth and young adults:

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- i. Are physically healthy
 - ii. Are physically safe
 - iii. Respect diversity and demonstrate empathy and pro-social behaviors
 - iv. Engage in community, school and/or extracurricular activities
 - v. Are aware of, appreciate and demonstrate behaviors of personal and social responsibility
 - vi. Have good mental health and are emotionally resilient
 - vii. Avoid risky behaviors
 - viii. Are academically successful
 - ix. Have awareness and positive attitudes about adult careers
 - x. Graduate from high school college- and/or career-ready and prepared for a Life of learning
 - xi. Successfully complete post-secondary education or training
 - xii. Are productive and equipped to reach financial self-sufficiency
- (Ready by 21)**

c. Adults and Families:

1. Basic Needs: Individuals and families have resources for the most fundamental aspects of daily living such as food, housing, utilities, safety and personal care. Basic needs services are often emergency or short-term services provided during/after a crisis or following a prolonged period of extremely limited resources. Typically these needs must be met before an individual or family has the capacity to transition out of poverty and into self-sufficiency.
2. Homeless & Housing Services: People at risk of becoming homeless, the situational homeless and the chronic homeless will be identified early and receive the assistance they need to maintain and receive appropriate housing (***Ending Community Homeless Coalition - ECHO***). People experiencing homelessness have access to a safe and secure environment where they are offered a variety of services, including case management, safe sleep, mental/physical supports, and resource information to address a variety of needs. Individuals and families who have experienced violence or abuse have access to trauma-informed emergency shelter, transitional and/or other housing and support services to stabilize, heal, and build self-sufficiency.
3. Behavioral Health: Austin/Travis County will be a community that promotes the mental and physical health of its residents and all persons of all cultures and all special populations will have access to prevention, intervention, treatment, and recovery support services of substance use disorders and mental illness (***Behavioral Health Planning Partnership***).
4. Workforce Development: Individuals are connected to jobs with good wages, benefits and career path opportunities to transition out of poverty and promote self-sufficiency. In many cases, for individuals to successfully transition into sustained employment, basic adult education and language acquisition services are required in addition to certifications and skills based instruction. Improve access to high quality adult education, including English as a Second Language, General Education Development, Adult Basic Education, computer literacy, financial literacy and health

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literacy to obtain literacy skills necessary for self-sufficiency (*Literacy Coalition of Central Texas*). Reduce disparities in education, employment and income (*Workforce Solutions Strategic Plan, Overarching Goals*).

d. Seniors & Persons with Disabilities:

1. Seniors:

- i. Provide a continuum of services and supports that help older adults “age in place/community” and avoid premature or unnecessary institutionalization (e.g., hospital, nursing homes, etc.)
- ii. Provide services that focus on the cognitive and mental/behavioral health of older adults such as late-life depression, anxiety, suicide prevention, substance abuse, and dementia.
- iii. Ensure access to meaningful opportunities for recreation and social engagement to avoid isolation, loneliness and depression.
- iv. Support family caregivers with services that promote their self-care, health and effectiveness (e.g., respite care, education, therapeutic counseling).
- v. Provide access to safe and affordable housing that allows older adults to age in place and have access to transportation options.

(Mayor’s Task Force on Aging 2013)

2. Persons with Disabilities:

- i. Provide a continuum of services and supports throughout the person’s Life to remain in community-based settings and avoid institutionalization (e.g., State Supported Living Center, prison, nursing homes, etc.).
- ii. Provide services and resources that support families and caregivers for the Life of the person with a disability (e.g., respite care, education, transitional services, etc.).
- iii. Provide access to affordable housing options that include accessible transportation opportunities to work, healthcare, shopping, education and play.
- iv. Provide opportunities for persons with disabilities to be employed in non-segregated, regular workplaces.
- v. Ensure access to meaningful day activities for adults with disabilities to avoid isolation, depression, and victimization

(Intellectual and Developmental Disabilities Coalition; “Community Integration for People with Disabilities: Key Principles.”)

4. CONNECTION TO IMAGINE AUSTIN

The Applicant shall indicate how the proposed strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements.

The Imagine Austin Comprehensive Plan vision statement states:

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“Austin is a beacon of sustainability, social equity, and economic opportunity; where diversity and creativity are celebrated; where community needs and values are recognized; where leadership comes from its citizens, and where the necessities of life are affordable and accessible to all.”

Imagine Austin’s core mission statements, as they relate to the City’s social service investments, are as follows:

Austin is Livable: All residents have a variety of urban, suburban, and semi-rural lifestyle choices with access to quality schools, libraries, parks and recreation, health and human services, and other outstanding public facilities and services.

- a. Austin’s diverse population is active and healthy, with access to locally-grown, nourishing foods and affordable healthcare

Austin is Educated: Austin provides everyone with an equal opportunity for the highest quality of education that allows them to fully develop their potential. Networks of community partnerships support our schools and ensure that our children receive the resources and services they need to thrive and learn.

- a. Our school campuses provide safe and stable environments enabling future success
- b. Every child in Austin has the chance to engage with other cultures, communities, and languages, providing pathways for healthy development and the critical thinking skills students need as future citizens of Austin and the world.

Austin is Prosperous: Austin’s prosperity exists because of the overall health, vitality, and sustainability of the city as a whole — including the skills, hard work, and qualities of our citizens, the stewardship of our natural resources, and developing conditions that foster both local businesses and large institutions.

- a. Equitable opportunities are accessible to all through quality education, training, and good jobs

Austin Values and Respects its People: Austin is its people. Our city is home to engaged, compassionate, creative, and independent thinking people, where diversity is a source of strength, and where we have the opportunity to fully participate and fulfill our potential. People across all parts of the city and of ages and income levels live in safe, stable neighborhoods with a variety of affordable and accessible homes with access to healthy food, economic opportunity, healthcare, education, and transportation

(<http://assets.austintexas.gov/webiacpfullreduced.pdf>).

5. PROGRAM STRATEGIES & TARGET POPULATION

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The City is intentionally leaving program strategies and target population options open beyond the criteria listed in this section for the areas described above, allowing Applicants to propose solutions to maintain, improve, or promote self-sufficiency throughout the Life Continuum in an effective and successful manner for the target population identified. Applicants are encouraged to incorporate strategies that reflect evidence-based or promising practices and the proposed strategies shall be aligned with the Life Continuum goals outlined in Section 3 of this RFA.

The Applicant shall clearly identify the primary Life Continuum category addressed by their application. Any additional Life Continuum category/categories being addressed shall also be identified. Applicants may propose multiple strategies either within the same application or in separate applications as appropriate for their targeted population(s).

Applicants shall clearly identify the target population(s) they plan to serve. If applicable, Applicants shall describe how they will serve clients who have a criminal history.

The services the City will purchase will include the following characteristics:

- a. Are client-centered with a holistic approach
- b. Serves high-risk clients living at or below 200% of poverty with significant and/or multiple barriers to self-sufficiency and stability
- c. Are Integrated with the community to improve access to supportive services
- d. Links client and services to other City-funded or City-operated services

The Applicant shall also provide data to demonstrate the need for the strategy/strategies being proposed. Data should include but is not limited to:

- a. Target Population demographic/Census data
- b. Target Population unmet need(s)
- c. Applicant's trends in Target Population unmet need(s)
- d. Waiting list information (if applicable)
- e. Data from community databases, such as Homeless Management Information System, showing Target Population unmet need(s) (if applicable)

If the proposed strategies cut across the Life Continuum and or are collaborative/cooperative with other service providers, Applicants shall indicate how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations. For the purposes of this RFA, the terms "collaborative" and "cooperative" are defined below:

- Collaborative: a consortium with a lead agency/fiscal agent and subcontractors
- Cooperative: a consortium with a lead agency working in partnership with one or more other agencies

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Applicants may submit one or more applications as a primary contractor and may choose to participate as a subcontractor or partner in another application.

6. OUTCOMES & OUTPUTS

One or more of the following high-level outcomes designed to demonstrate progress in self-sufficiency through the Life Continuum is required for all applications. Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

All applications shall also include the following high-level output. Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

7. ELIGIBILITY REQUIREMENTS

The eligibility requirements for this RFA are outlined in Section 0620 – Client Eligibility Requirements. The City requires all awarded agencies to maintain a complete and current record of client eligibility throughout the entire contract period (e.g. client file or electronic record) that includes documentation of the elements listed in Section 0620.

Applicants may propose alternate eligibility criteria from the requirements in Section 0620 for the proposed target population(s). If applicable, Applicants shall clearly define the proposed alternate eligibility criteria.

Applicants shall describe how the City Client Eligibility Requirements (Section 0620) or the proposed alternate eligibility criteria will be documented for the target population(s) identified in the application.

8. FUNDING INFORMATION

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- a. \$13,815,227 is available per 12-month period for all Life Continuum categories for a total three-year amount of \$41,445,681 dependent upon Austin City Council approval.
 - 1. The following funding amounts are available for each Life Continuum category per 12-month period:
 - i. Early Childhood - \$949,416
 - ii. Youth - \$1,961,339
 - iii. Adults and Family - \$7,327,622
 - iv. Seniors and People with Disabilities - \$813,804
 - v. \$2,763,045 is available to be awarded in any Life Continuum category
- b. Applicants shall apply for at least \$50,000 per 12-month period.
- c. It is the City's intent to provide initial three-year contract with three (3) one-year renewal options, for a total contract period not to exceed six (6) years. The initial three-year contract funding period will be October 1, 2015, through September 30, 2018.
- d. The City of Austin reserves the right to adjust the contract amount or scope of work over the contract period based on community needs, applicant's ability to expend funds in a timely manner or any other factor. When the City determines adjustments need to be made, the City will provide at least 90-day notice to the contractor.

9. ELIGIBLE APPLICANTS

- a. Any nonprofit or governmental agency that can legally contract with the City (as verified by the City Purchasing Office).
 - 1. City policy does not permit entering into a contract with an entity that owes taxes to the City.
 - 2. The Applicant and its principals may not be currently suspended or debarred from doing business with the Federal Government, as indicated by the United States General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- b. Applicants shall be able to meet the City's insurance requirements for social service contractors. See the insurance requirements in Section 0400 of the RFP.
- c. Applicant's two most recent consecutive audit years:
 - 1. Shall reflect an unqualified and/or unmodified audit opinion
 - 2. Shall not reflect a "Going Concern Uncertainty"
 - 3. Shall not reflect financial management issues unless Applicant can provide evidence that necessary changes have been implemented.
- d. Applicant's Board of Directors shall:
 - 1. Have specific terms delineated by a beginning and ending date
 - 2. Meet in person a minimum of three times per fiscal year
 - 3. Have a process to review program performance, approve budgets, review financial performance and approve audit reports.
- e. Within the last five years, the Applicant shall have a minimum of two years successful experience working with the proposed target populations and providing the proposed services to clients.

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All Applicants must submit the following documents in a sealed envelope in the same package as their application:

- a. Completed Application Threshold Checklist (Section 0610)
- b. Current Board of Directors by-laws
- c. Approved Board of Directors minutes during the previous fiscal year reflecting the Board has a documented process that:
 - a. reviews program performance
 - b. approves budgets
 - c. reviews financial performance
 - d. approves audit reports
- d. Copy of the most recently filed 990 or 990 EZ, or Extension to File documentation (no older than FY 2012)
- e. A complete set of audited financial statements which include the auditor's opinion and any management letters, covering the two most recent consecutive audit years

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APPLICATION SUBMISSION REQUIREMENTS

The Applicant must submit its response in two **SEPARATE** sealed envelopes.

ENVELOPE #1 – THRESHOLD REVIEW

This sealed envelope must contain the following:

1. **Application Threshold Checklist – Section 0610**
2. Required Attachments

The envelope should be labeled: THRESHOLD REVIEW CHECKLIST
[NAME OF AGENCY]
[NAME OF PROPOSED PROGRAM]

ENVELOPE #2 – APPLICATION DOCUMENTS

This sealed envelope must contain the following:

1 original and 6 CDs or flash drives each containing all the elements below:

1. Executive Summary
2. Application
3. Attachments

The envelope should be labeled: APPLICATION DOCUMENTS
[NAME OF AGENCY]

BOTH SETS OF ENVELOPES SHOULD BE SHIPPED IN A BOX (OR BOXES) WITH THE SOLICITATION NUMBER **EAD0116 CLEARLY MARKED ON THE OUTSIDE AND IDENTIFY WHICH ENVELOPE IS IN WHICH PACKAGE.**

Executive Summary

The Executive Summary cannot exceed two (2) pages using the Application Format guidelines listed below and must include:

1. A brief description of the Applicant

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2. A brief description of how the application will address the primary self-sufficiency goal and Life Continuum category identified
3. A brief description of any additional self-sufficiency goals and/or Life Continuum categories addressed
4. A brief description of the need of the target population(s) for the strategy/strategies being proposed
5. A brief summary of the proposed program strategy/strategies
6. The amount of funding requested
7. A statement of the Applicant's compliance with all applicable rules and regulations of Federal, State and Local governing entities is required. The Applicant must state compliance with all terms of this Request for Application (RFA).

Application Evaluation

An application must address each item in Parts I, II, & III, outlined below, in order to be considered responsive to the goals of this RFA. Part IV is optional and is not required in order for an application to be considered responsive to the goals of this RFA. A total of 100 points may be awarded to the application in Parts I, II, & III below with an additional 25 bonus points available in Part IV for a potential of 125 total evaluation points. The maximum score per section is noted at the beginning of each section. All responses will be evaluated as to how the proposed program aligns with the goals of this RFA and whether each required response to the evaluation factors has been adequately addressed.

Application Format

The Applicant must use size 12 Times New Roman font. An original Application must be printed double-spaced on single-sided 8½ x 11 inch plain white paper with 1" margins and no Page Scaling. Do not submit booklets, pamphlets, or other bulky items. Do not use covers, card stock, staples, binders, notebooks, or dividers with tabs. Fasten the proposal with binder clips only.

An application cannot exceed **25 (twenty-five) pages**, excluding executive summary, table of contents, signed certifications, budget forms, MOUs, logic models, resumes, job descriptions or other required attachments outlined in the sections below. An **additional 5 (five) pages** is allowed if an application responds to any or all of the items in Part IV of this RFA.

The actual application itself should be organized and labeled using the following

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informational sequence:

Part I – Program Overview and Strategy

Total points: 70

A. Connection to the Self-Sufficiency Goals and Life Continuum Categories

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the primary self-sufficiency goal and Life Continuum category the application addresses.

1. Provide information on how the application meets the primary self-sufficiency goal and Life Continuum category.
 - a. If additional self-sufficiency goals and Life Continuum categories are addressed, Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the secondary self-sufficiency goal(s) and Life Continuum category/categories the application addresses. Applicant must also provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories in Part IV – Bonus Evaluation Points, Section A – Connection to Additional Self-Sufficiency Goal(s) and Life Continuum Category(ies).

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500 – Scope of Work: Section 1 – Introduction, 1.1 & 1.2.

B. Target Population(s) for the Goal(s)

1. Describe the target population(s) that will be served and if this population is similar to or different from your current service population.
 - a. If the target population(s) is similar to your current service population, please provide a description of your experience and success working with this population.
 - b. If the target population(s) is different from your current service population, describe the modifications and new strategies you will implement to serve the new target population(s).
2. Provide data and data source(s) to demonstrate the need of the target population(s) for the strategy/strategies being proposed. Data should include but are not limited to:
 - a. Target population demographic/Census data
 - b. Quantified target population unmet need(s)
 - c. Applicant's trends in target population unmet need(s)
 - d. Waiting list information (if applicable)
 - e. Data from community databases, such as Homeless Management Information System, showing target population unmet need(s) (if applicable)

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3. Describe the strategy/strategies that will be implemented to serve clients with a criminal history.
4. Describe how the Client Eligibility Requirements (Section 0620) will be documented for the target population(s) identified in the application.
 - a. If alternate eligibility criteria are being proposed, define the alternate eligibility criteria and provide justification about why the alternate eligibility criteria are appropriate for the proposed strategy/strategies. Also describe how the alternate eligibility criteria will be documented for the target population(s) identified in the application.
5. Describe how the agency will ensure all four of the following National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care (<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>) are in place to ensure cultural and language differences are not a barrier to services.
 - a. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.
 - b. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
 - c. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
 - d. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

Agencies are encouraged to implement all 15 CLAS Standards listed on the website identified above.

C. Program Strategy to Accomplish the Goals

1. Describe the program strategy/strategies.
2. Describe how the proposed strategy/strategies reflect evidence-based, research-based, or promising practices. Explain the rationale behind the program design. Include which level of evidence the program model falls in, according to the Section 0635 - Defining Evidence Guideline, and how this design meets the specific needs of the target population(s) identified in the application.
 - a. If the program falls in the category of evidence-based or research-based, provide a description of evidence used, including source(s), and method for ensuring program model fidelity. Provide a logic model for innovative approaches.
 - b. If the program falls into the category of “promising practice,” include (a) a logic model as an attachment to the application and (b) a brief plan for evaluation.
3. Describe how the program strategy/strategies align with one or more of the goals outlined in Section 0500 – Scope of Work: Section 3 – Principal Objective and Goals.

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4. Describe how the program strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements (Section 0500 – Scope of Work: Section 4 – Connection to Imagine Austin).
5. Describe any barriers and challenges the target population(s) may encounter accessing services and how these barriers and challenges will be mitigated.
6. If the proposed strategy/strategies reach individuals in multiple Life Continuum categories and/or are collaborative/cooperative with other service providers, describe how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations.
7. Describe any barriers and challenges you may encounter implementing the proposed strategy/strategies and how you will overcome them.
8. Describe any subcontractor partnerships funded under this application and informal relationships with service providers not funded under this application. Describe how they are necessary and/or appropriate for the strategy/strategies proposed.
9. Describe the project activities.
10. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Applicants will be required to adhere with the City of Austin Health and Human Services Department Homeless Housing Habitability Standards. Describe how your organization will comply with the requirements outlined in Section 0625 – Homeless Housing Habitability Standards.

D. Performance Measures – Impact on the Goals

Applicants must use Section 0640 – Program Performance Measures and Goals to indicate their specific Output and Outcome Measures.

1. Describe how the Applicant will calculate the required and any other proposed outputs and outcomes.

Output Measures

All applications must include the following high-level outputs:

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

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Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

Outcome Measures

All applications must include one or more of the following high-level outcomes designed to demonstrate progress toward self-sufficiency through the Life Continuum:

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

E. Service Coordination

1. Describe how the Applicant coordinates their services with services being provided by other agencies relevant to the proposed strategy/strategies in order to minimize duplication and maximize client access to services.
2. Describe how the Applicant coordinates with other agencies (i.e. to refer and receive clients, to provide comprehensive services, etc.). If you are not currently coordinating with other agencies, what is your plan for establishing coordination?
3. If applicable, attach any program Memoranda of Understanding (MOU) and explain how this arrangement improves service delivery to clients.
4. Describe how clients will be connected to mainstream resources/public benefits (Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, Medical Assistance Program, etc.) and/or other City-funded services in order to maximize self-sufficiency.
5. Describe any additional services, not included in this application, which will be provided to the target population and how they will access those services initially and over time.
6. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Describe how your organization has participated in planning for the Coordinated Assessment initiative (<http://austinecho.org/the-solution/coordinated-assessment/> and https://www.onecpd.info/resources/documents/Coordinated%20Assessment_3.20.12.pdf) and how your organization will coordinate and collaborate with this community initiative

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throughout the funding period.

F. Community Planning Activities

1. Describe Applicant's involvement in community planning activities that are specific to the services proposed in this application.
2. Describe Applicant's involvement in any other relevant community planning activities.

G. Overall Evaluation Factors Regarding Applicant

1. Describe the Applicant's experience within the last five (5) years managing relevant local, state, and/or federal contracts and include the contact information of the funder for the contract(s) identified, e.g., Funder Contract Manager's name, title, and phone number.
 - a. The Applicant must describe any relevant City of Austin Health and Human Services Department funding received within the last five (5) years.

Attach all monitoring reports received within the previous 24 months of administering the relevant City of Austin Health and Human Services Department, other local, state, and/or federal contracts.

2. Describe experience within the last five (5) years working with the target populations proposed in this Application.
3. Describe experience within the last five (5) years providing services identical and/or similar to those proposed in this application.

H. Data Management and Program Evaluation

1. Describe past successes and challenges with data management and reporting, including past experience utilizing an electronic data system.
2. Describe how data are used for identifying problems in strategies, service delivery and expenditures, steps to determine corrective actions, and how the Applicant will ensure corrective actions will be effective.
3. If applicable, describe the process used to collect data from collaborations/cooperatives in a timely manner.
4. *For Applicants proposing homelessness prevention and/or homeless intervention services:*

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Applicant will be required to utilize the Local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. Please explain how your organization will comply with the requirements outlined in Section 0630 – Homeless Management Information System (HMIS) Reporting Requirements.

I. Staffing Plan

1. Describe the overall staffing plan to accomplish activities including project leadership and reporting responsibilities. Provide justification which indicates the staffing plan is appropriate for the proposed strategy/strategies.
2. Using Section 0645 – Program Staff Positions and Time, list the project staff by title and the percentage of each position's time to be spent on the program.
3. Attach resumes or position descriptions for key staff to perform the described services and/or activities.

Part II – Cost Effectiveness

Total points: 20

Applicants are required to submit a budget of at least \$50,000 per 12-month period (a minimum of \$150,000 for the initial 36-month period) and provide the following information to describe the budget necessary to accomplish the proposed strategy/strategies.

The application will be evaluated on how well it addresses all of the following:

A. Budget

1. A summary description of the budget justification for the program strategy/strategies is required.
 - a. Applicants must use Section 0650 – Program Budget and Narrative to provide the required budget information. All expenses should be identifiable, reasonable, and necessary.
 - b. All subcontractors in this application who will receive City funds must be included in the program budget and the Applicant shall provide separate details for each subcontractor in the Program Subcontractors form located in Section 0650 – Program Budget and Narrative, page 3.
2. Describe the Applicant's fundraising and administrative percentage, calculated from its most recent Form 990. To do so, add the amount in Part IX (Statement of Functional

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Expenses), Line 25, Column C (Management and General Expenses) to the amount in Line 25, Column D (Fundraising Expenses), and divide the sum by Part VIII (Statement of Revenue), Line 12, Column A (Total Revenue), and multiply the result by 100. No other methods may be used to calculate this percentage.

For organizations that filed the short form (IRS Form 990EZ), utilize the long form (IRS Form 990) at <http://www.irs.gov/pub/irs-pdf/f990.pdf> (and instructions <http://www.irs.gov/pub/irs-pdf/i990.pdf>) to determine your fundraising and administrative percentage calculation. Your organization is not required to complete and resubmit the entire long form to the IRS, but must determine the calculation from the long form (IRS Form 990) parts identified above.

B. Cost per Client

1. Describe the average cost per City client served. In the description, detail the calculation used to derive the average cost.
2. If applicable, describe the average cost per client served from all funding sources. In the description, detail the calculation used to derive the average cost.
3. Describe the average cost per client achieving each of the performance measures proposed. In the description, detail the calculation used to derive the average cost.
4. Provide justification which indicates the proposed cost is appropriate for the proposed strategy/strategies.
5. Describe the return on investment/social impact the proposed strategy/strategies will make.

C. Program Funding Summary

1. Using Section 0655 – Program Funding Summary, provide an overview of all funding sources the Applicant will use for the proposed project.

Part III – Local Business Presence

Total points: 10

Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the

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important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors.

1. Using Section 0605 – Local Business Presence Identification Form provide the information requested regarding the Applicant and Subcontractor(s), if applicable.

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

Part IV – Bonus Evaluation Points

Total points: 25

A. Collaborations/Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies)

Maximum 10 points

A maximum of 10 points will be awarded for Applicants who successfully propose a collaborative, as defined in this solicitation, and/or meets additional self-sufficiency goal(s) and/or Life Continuum category/categories. Applicants will be awarded up to the point values indicated below:

- **Collaboration:**
 - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **or**
 - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **and** successfully demonstrate how the application

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meets additional Self-Sufficiency Goal(s) **and/or** Life Continuum category/categories.

OR

- **Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies):**
 - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **or**
 - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **and** Life Continuum category/categories.

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to indicate the secondary self-sufficiency goal(s) and Life Continuum category/categories their application addresses.

1. If applicable, describe how the proposed collaborative will successfully work together to maximize service delivery to the target population(s).
2. If applicable, provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction, 1.1 & 1.2.

B. Leveraging

5 points

For purposes of this solicitation, “leveraging” is specifically defined as follows.

- Leveraged funding is a situation where City funding for the proposed program is required by a third-party funder in order to retain the existing third-party program funding and/or obtain new third-party funding. Applicant must either:
 - currently receive third party funding that will no longer be received by the Applicant if it does not receive City funding for the program, or
 - Applicant has received a notice of funding award from a third-party funder that is contingent upon receiving City funding for the proposed program.In other words, leveraged funding is current and/or committed third-party funding that will be rescinded, reduced, or withdrawn if the Applicant does not receive an award for the proposed program through this City solicitation.
- Leveraged funding must be direct funding for the program proposed by the Applicant and not funding for Applicant’s other programs or solely for Applicant’s general operations.

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The following types of funding/donations ARE NOT considered “leveraging” under this solicitation and may not be included for consideration:

- Funding from non-City sources that does not specifically require City funding to be awarded to the Applicant for the proposed program.
- Funding and funding opportunities that are anticipated but for which the Applicant has not received a notice of funding/award.
- Any type of in-kind, non-cash revenue such as time, expertise, or commodities.
- Anticipated “Return on Investment” benefits for the Applicant or for the community as a whole.

For each leverage opportunity, provide the following information:

1. Identify the third party which requires that the Applicant receive City funding for the program in order to be awarded the third-party funds.
2. Provide the name of the grant, award, or program under which the third-party funds are/will be awarded to the Applicant, the term of the third-party funding, and the amount of third-party funding contingent upon receiving City funding under this solicitation.
3. Specify the date(s) during which the third party requires that the Applicant to receive City funding in order to be awarded the third-party funds.
4. Describe the quantified impact on the proposed program if the Applicant does not receive City funding under this solicitation.
5. Provide contract or other documentation that confirms the requirement of City funding in order to receive the third-party funding as an attachment to the application.

C. Healthy Service Environment

Maximum 10 points

A maximum of 10 points will be awarded for Applicants who create a healthy service environment for their clients, visitors, and staff. Applicants will be awarded the point values indicated below for having implemented or agreeing to implement prior to 10/01/15 any or all of the four (4) Healthy Service Environment policies with a maximum award of 10 points for all four (4) policies described below.

- **Tobacco-free Campus (3 points)** - Applicant has established and is enforcing a tobacco-free worksite policy and has developed initiatives and programming that promotes tobacco-free living. A tobacco-free campus policy states:

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- Use of tobacco products of any kind are not permitted on any property owned, leased, or rented by the organization (indoors and outdoors). This also includes parking areas and company cars. The policy applies to all employees, subcontractors, temporary workers and visitors.
 - **Mother-Friendly Workplace (3 points)** - Applicant actively promotes and supports breastfeeding by employees and maintains a written worksite lactation support policy that is regularly communicated to employees. The policy includes:
 - employer provides work schedule flexibility, including scheduling breaks and work patterns to provide time for expression of milk;
 - the provision of accessible locations allowing privacy;
 - access nearby to a clean, safe water source and a sink for washing hands and rinsing out any needed breast-pumping equipment; and
 - access to hygienic storage alternatives in the workplace for the mother's breast milk (may include the allowance of personal coolers onsite).
 - **Employee Wellness Initiative (3 points)** - The Applicant has a comprehensive Employee Wellness Initiative in place that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees. The initiative encompasses healthy changes to the physical worksite environment as well as formal, written health promotion policies, programs or benefits impacting all employees. The initiative is promoted through educational and issue awareness efforts by the Applicant, signage and a supportive company culture, championed by leadership.
 - **Violence Prevention Policy (1 point)** - The Applicant is committed to providing a safe environment for working and conducting business. The Applicant will not tolerate or ignore behaviors that are threatening or violent in nature. The Applicant has a procedure to provide guidance for identifying and reporting threats and workplace violence.
1. If applicable, describe how the Applicant has implemented one or more of the Healthy Service Environment policies outlined above. Include the approved and signed policy/policies as an attachment to the application.
 2. If applicable, describe how the Applicant plans to implement one or more of the Healthy Service Environment policies outlined above. Include the key personnel, by position name only, responsible for ensuring implementation. Also, describe any technical assistance which will be provided to assist the Applicant to implement the selected policy/policies.

Technical assistance is available from the City of Austin Health and Human Services Department Chronic Disease Prevention and Control Program to assist Applicants in planning and implementing a Tobacco-free Campus policy, Mother-Friendly Workplace policy and Employee Wellness Initiative. They can be contacted at 512-972-6760.

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Additional Information:

Proposal Acceptance Period: All applications shall be valid until award, negotiation, and execution of contracts as directed by Austin City Council.

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Exceptions: Please be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the application.

Application Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFA or any oral presentation required to supplement and/or clarify an application which may be required by the City shall be the sole responsibility of the Applicant.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Young Women's Christian Association (YWCA) Greater Austin					
Physical Address	2015 S. IH35; Suite 110; Austin, TX 78741					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	No	Branch	Yes	<input checked="" type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Executive Summary

1. The Young Women's Christian Association (YWCA) of Greater Austin has worked to improve the mental health of primarily women and their families in Austin-Travis County since the 1980s. YWCA counseling services are performed by master-level licensed clinicians, licensed clinicians seeking higher licensure status, and fully-supervised student interns. All staff is carefully trained and guided by the Relational-Cultural Therapy Model and Somatic Experiencing®. The Relational-Cultural Therapy Model has been shown to be very effective particularly with women regardless of income status or ethnicity, mainly because of its inherent respect for the relationships women live and grow in. Somatic Experiencing® is a body-based approach to trauma that has shown excellent promise for genuine healing.

2. The YWCA of Greater Austin proposes to address the primary **Problem Prevention Goal** of deterring the growth of problem conditions at the individual level through our behavioral health program, the YW Counseling & Referral Center (YWCRC) for the **Life Continuum Category** of adults and families. The YWCA considers mental health treatment to be a proactive effort to prevent family deterioration and to improve client functioning by providing the support they need to access personal power, to understand their feelings and to take steps to address complexities that may be challenging personal development. YWCRC counselors assist women and their families with issues such as anxiety, violence, PTSD, grief and loss, depression, attachment, intimate relationships, and pre/post-natal mental health in efforts to promote the mental health of Greater Austin residents of all cultures, and all vulnerable populations.

3. N/A

4. The YWCA's general target population for this proposal is adult women and their families, and, in particular, low income women and families who have few resources accessible

to them. Counselors are trained not only in clinically sound counseling practices at the YWCA, but also in understanding cultural differences based on ethnicity and class, as well as anxiety challenges due to trauma – a much-too-common feature among low income women. The YWCA also targets special populations, such as monolingual Spanish-speaking women and their families, women veterans, women in recovery, incarcerated women, immigrant women and transgendered individuals from all over the world, and even other service providers working with immigrants.

5. The success of mental health services resides in the relationship of counselor and client(s) who develop a working relationship based on trust, giving the client(s) support in the face of obstacles, the perspective of a professional who is focused on the client, and a safe haven to express feelings and thoughts without judgment. Accessible and affordable mental health programs allow clients to address problems before they escalate into much bigger ones. In addition, clients are able bring their improved functioning and skills home to influence the family. Because women generally fill the role of the family nucleus, their better functioning can have profound effects on the family.

6. The YWCA Greater Austin requests \$162,503 from the City of Austin to offer mental health services to 479 unduplicated women and family on an annual basis that demonstrate measurable success in improving well-being and self sufficiency, with 90% of clients responding to YWCA evaluation forms making progress toward at least one treatment goal and 86% of group clients surveyed reporting improved life skills and/or knowledge.

7. The YWCA Greater Austin commits compliance with all applicable rules and regulations of Federal, State and Local governing entities. The YWCA Greater Austin further commits compliance with the terms of this Request for Proposal (RFP).

YWCA Greater Austin Proposal to the City of Austin

SOLICITATION NUMBER: EAD0116

Part I – Program Overview and Strategy

Total Points: 70

A. Connection to the Self-Sufficiency Goals and Life Continuum Categories

1. The Young Women’s Christian Association (YWCA) of Greater Austin proposes to address the primary **Problem Prevention Goal** of deterring the growth of problem conditions at the individual level through our behavioral health program, the YW Counseling & Referral Center (YWCRC) for the **Life Continuum Category** of adults and families. The YWCA considers mental health treatment to be a proactive effort to prevent family deterioration and to improve the functioning of the individual and their families and has worked to improve the mental health of women and their families in the Austin-Travis County area since the 1980s. YWCRC counseling services are performed by master-level licensed clinicians, licensed clinicians seeking higher licensure status, and fully-supervised social work and counseling interns. All YWCRC staff is carefully trained and guided by the Relational-Cultural Therapy Model and Somatic Experiencing®. The Relational-Cultural Therapy Model has been shown to be very effective particularly with women regardless of income status or ethnicity, mainly because of its inherent respect for the relationships women live and grow in. Somatic Experiencing® is a body-based approach to trauma that has shown excellent promise for genuine healing.

Counseling is a safe, confidential process where adults and their families can meet their essential needs and improve or maintain their quality of life by processing thoughts and feelings, identifying and defining concerns, developing coping strategies, and setting specific goals, in the context of talk and/or play therapy. With the help of counseling, women and their families

acquire the support they need to access personal power, begin to understand their feelings and take steps to address complexities that may be challenging personal development. YWCRC counselors assist women and their families with issues such as anxiety, violence, PTSD, grief and loss, depression, attachment, family dynamics, immigration, intimate relationships, and pre/post-natal mental health in our efforts to promote the mental health of Greater Austin residents of all cultures, and all vulnerable populations. Please see attached Section 0615 that identifies the primary self-sufficiency goal and life continuum category addressed in this application.

B. Target Population(s) for the Goal(s)

1. a. The YWCA's general target population for this proposal is low income adult women and their families, who have few resources accessible to them. For many years, the YWCA counseling staff has specialized in working with vulnerable populations, such as low income women with mental health and co-occurring needs. Counselors are trained in clinically sound counseling practices and understand cultural differences based on ethnicity and class, as well as anxiety due to trauma – a much-too-common feature among low income women. The YWCA also seeks to ameliorate problems by providing counseling and/or group services for special populations, such as monolingual Spanish-speaking women and their families, women veterans, women in recovery from addictions, incarcerated women, immigrant women and transgendered individuals from all over the world, and even other service providers working with immigrants.

Currently, YWCRC's largest group services are offered at an immigration detention center which houses up to 500 women detainees who have suffered both physical and psychological trauma as a result of civil war, torture, or domestic abuse in their home countries and are seeking refuge in the United States. Their detention predictably exacerbates existing

traumas, such as post traumatic stress disorder (PTSD), insomnia, anxiety, and depression. Also, the YWCA serves women residents at Austin Recovery in groups addressing addiction and managing relapse tendencies. Two groups are currently offered, *Healing Past Hurts*, which focuses on helping women define past hurts and managing triggers, and *First Aid for Trauma Activation* which focuses on understanding the reactions of the nervous system to trauma and learning to manage those reactions effectively.

2. The YWCA Greater Austin offers quality and affordable mental health services for women, couples, and families in English and Spanish. Providing bilingual services was in direct response to Austin demographic shifts within the past 10 years, which has shown “profound racial and ethnic diversification”, resulting in Hispanic growth “dominating overall growth”, according to the City of Austin Latest Demographic Trends Report. The report goes on to say that this growth has also brought an increase in poverty rates particularly for Hispanic adults and their children.

In addition to family counseling, the YWCA offers family play therapy and services focused on attachment, especially for women and their children who have experienced family disruptions caused by parental substance abuse, mental illness, separation/divorce, foster care, incarceration, hospitalization, immigration, military service, and other ruptures. These family services are also particularly critical because, as was reported in the 2013 Travis County Community Impact Report on Child and Youth Development, poverty and low-income conditions can put children’s learning and health at risk, and research shows that effective parental monitoring can reduce adolescents’ risk for pregnancy, physical aggression, injury, truancy, and drug, alcohol, and cigarette use. Psycho-educational/skill-building groups are offered on- and off-site depending on various collaborations, the issues addressed and the special

populations served. For example, in light of the dramatic demographic shift in our community, the YWCA uniquely targets clinicians, case workers, attorneys, interpreters, and others who provide support to immigrants in difficult situations and need support to overcome vicarious/secondary trauma and burnout. Also, during the holiday season a group is offered for individuals and families who have experienced loss through the death of a loved one, divorce, immigration, trauma, illness, miscarriage or other painful circumstances.

YWCRC has also begun offering onsite group services for 1) moms and their preschool-aged children where moms can focus on strengthening attachment and engagement with their children, 2) women who have exited an alcohol/drug residential treatment center or jail and are returning to their communities, and 3) YWCA clients whose counseling sessions are ending and want extra support to maintain progress and continue their development.

3. At the YWCA, there are no restrictions for women who have a criminal history. In fact, for over ten years, the YWCA served women with criminal histories under its contract with the Girl Scouts Beyond Bars Program and is currently providing an on-going group for incarcerated women at the Travis County Correctional Complex (TCCC). Furthermore, once the women are released from TCCC, they are encouraged to seek out the YWCA to participate in our Hand-in-Hand support group, as well as our individual counseling services.

4. Compliance with eligibility criteria is managed at the YWCA in several ways. Counselors are guided by the YWCA Clinical Policies and Procedures Manual in agency eligibility requirements that include residence, income, age, and number in the family. This information is calculated at the time of Intake, and the caller is given specific information about eligibility regarding the fee, as well as age and residence restrictions. In addition, the Intake Counselor notifies the caller that they must bring evidence of identity (i.e. drivers license),

residency (i.e. utility bill), and income (i.e. paycheck stub). Clients are also asked to sign an Income Verification Form attesting to her place of residence and sources of income. This form is maintained in each chart and updated accordingly.

a. The YWCA has worked with Austin Health and Human Services staff to recognize that the client population at the Hutto Residential Center meets the requirement for exemption of the City of Austin's eligibility criteria because of their status as homeless victims of violence. City staff has agreed that this population is not subject to residency or income requirements, according to the General Eligibility Requirements recently issued by the City of Austin for its Social Service Contracts. It is important to note that the YWCA also serves individuals who do not meet the stated Client Eligibility Requirements and subsequently pay an unsubsidized sliding scale fee.

5. As an affiliate of the YWCA USA, the YWCA Greater Austin commits to racial, ethnic, and cultural diversity, and takes demonstrable steps to ensure that all clients are treated with respect and dignity regardless of culture, race, or language. Clients receive a statement at the beginning of sessions that outline specifically the principles and rights the YWCA insists on meeting, including a humane environment that protects privacy; freedom from abuse, neglect and exploitation; the right to accept or refuse services; participation in service plan; right to refuse participation in research studies; how to make a complaint; and access to any program not inhibited by race, creed, color, handicap, national origin, or sexual orientation. All client forms – from Intake to Final Evaluation Forms – are in English and Spanish, and not only does the YWCA employ fully bilingual counselors and receptionist, the Clinical Director and Executive Director are also fully bilingual and will engage with clients whenever necessary.

Most importantly, YWCA staff, board and volunteers are provided with valuable training on cultural differences by attending the YWCA's Continuing Education Series, where clinicians and other experts explore social service issues from a racial and social justice lens. Over the years, the YWCA Continuing Education Series has offered training topics, such as *Breaking the Silence: Understanding Asian American Mental Health* and *the Gender Binary: Counseling Transgender Clients*. In 2014, the YWCA is partnering again with the Asian Behavioral Health Network to host its third annual continuing education presentation on developing cultural competence in working with the local growing Asian/Asian American population.

Recognizing the urgent need for linguistically appropriate services for mono-lingual Asian women in Austin, the Clinical Director has approached the Asian Family Support Services to explore options for accessing their on-call Language Access Program to communicate with non-English speaking Asian clients. It is the intent of the YWCA to rely on support from the City of Austin Health & Human Services to offer these language access services at no cost to them, thereby facilitating greater access to our behavioral health care services.

C. Program Strategy to Accomplish the Goals

1. The success of mental health services resides in the relationship of counselor and client(s) who develop a working relationship based on trust, giving the client(s) support in the face of obstacles, the perspective of a professional who is focused on the client, and a safe haven to express feelings and thoughts without judgment. Accessible and affordable mental health programs allow clients to begin to address problems before they escalate and impact other services in the community, such as emergency rooms. In addition, clients who bring their improved functioning and skills home, especially if that person is the nucleus to the family, influence the family with new-found skills, knowledge, and experience.

2. a. The YWCRC takes the theoretical perspective embraced by Relational Cultural Theory (RCT), an especially useful approach with women and one that is sensitive to the complexities of human relationships and the influence of cultural differences. RCT originated from the idea that women's psychological development is different from what prevailed in clinical thinking in the mid-1970s where most conclusions about development were based on men's experience. Psychiatrist, Jean Baker Miller, psychologists, Judith V. Jordan, Janet Surrey, and Irene Stiver at the Stone Center at Wellesley College studied, worked, and concluded that women's sense of self develops in and through their relationships, and that women's health is related to elements of mutual empathy and mutual empowerment in their relationships. RCT encompasses the impact of culture and socialization, often in dominance and subordination practices, as vital and critical to understanding each client (Judith V. Jordan, PhD, Winter, 2001).

YWCRC counseling practices are strong, evidenced-based, documented in a written manual, and emphasize sound therapeutic practices. YWCRC counselors use active listening techniques, challenge clients to think through their options, assist clients in resolving their problems, provide support, and provide realistic but gentle feedback.

b. The YWCA has been an enthusiastic partner with the Somatic Experiencing® Training Institute in the dissemination in Austin of this very promising approach to dealing with trauma. Several counselors are fully trained in this approach, and all counselors are provided with basic grounding techniques to help clients who experience PTSD manage intense activation. Since a large number of our clients report experiencing some form of trauma, this approach has been helpful in settling their nervous systems from extreme anxiety. Please see attached a logic model for the YWCA's use of Somatic Experiencing®.

3. YWCRC's individual/couple/family counseling, as well as group services influenced by RCT, clearly aligns with the self-sufficiency goal of making behavioral health services accessible to persons of all cultures. RCT "asserts that experiences of disconnection which disrupt or deny our inherently relational nature greatly contribute to a state of human suffering. Alternatively, experiences that support our drive toward connection lead to increased pro-social behavior." (www.beyondintractability.org/print/26367)

4. As an organization dedicated to the elimination racism and the empowerment of women, the YWCA promotes Imagine Austin's vision of social equity, diversity and creativity. By offering counseling on a very low sliding scale fee, the YWCA's female-centered environment, further promotes Imagine Austin's vision of affordable and accessible behavioral health. Counseling prevents the exasperation of more serious problems for clients, and also serves to prevent more serious challenges for the family, which then may impinge on other areas of the community like the justice system, drop-out rates, teen pregnancy, crime, and emergency services. When YWCRC clients are able to engage more productively in their families and communities, Imagine Austin's mission of an active and healthy population having access to affordable behavioral healthcare is fulfilled.

5. The greatest challenge the target population may encounter is the significant reduction in affordable mental health services in the Greater Austin area. For clients who indicate in the Intake telephone interview that they need a higher level of care than the YWCA can provide, options for referrals to services that meet these high needs are becoming more limited. YWCA intake staff has observed a significantly higher incidence of calls from the seriously mentally ill diagnosed with schizophrenia, schizoaffective disorder, and un-medicated bipolar disorder.

Also, since YWCRC clients are eligible for only ten sessions per year, clients with multiple problems often wish to continue further counseling, and we routinely need to make referrals to other agencies for clients to pursue further services. To mitigate this challenge, YWCRC has initiated a general therapeutic group for YWCA clients whose counseling sessions are ending and offers a non-threatening environment for them to maintain progress and continue their development.

7. Taking into consideration the latest census demographics that show that Asians are among the fastest growing populations in the Austin metro area, YWCRC counselors are becoming more culturally responsive to this growing population through our three-year partnership with the Asian Behavioral Health Network, as described in section B.5. However, there remains the challenge of communicating with mono-lingual Asian women in Austin. As previously mentioned, YWCRC Clinical Director has approached the Asian Family Support Services to explore options for accessing their on-call Language Access Program for the purposes of improving communications with non-English speaking Asian clients.

8. The YWCA is not proposing subcontractor partnerships in this application.

9. Counseling for women, couples, and families begin with an initial client call, at which masters-level student interns and/or clinical staff screen callers for eligibility and appropriateness for short-term services. At the end of the call the client is assessed a fee based on a sliding fee scale. At the first appointment, clients complete paperwork that includes HIPAA material on confidentiality, a psychosocial history, and a pre-test about self-esteem that provides a base-line for later self evaluations.

In the first session counselors carefully review confidentiality issues, the client's psychosocial history, and then focus on the problem(s) the client wants to address. In the second

session counselors assist clients in identifying workable goals for their short-term counseling experience. This process is influenced by Locke and Latham's Goal Setting Theory which utilizes SMART goals (Specific, Measurable, Attainable, Realistic, and Time-bound). (Locke & Latham, 2002). Remaining sessions focus on client issues relative to their goals, and are conducted within a Relational-Cultural framework. Throughout treatment counselors are careful to make appropriate and useful referrals to provide clients with as many resources as possible. Careful attention is given to the termination of services, where referrals are made to other agencies or individual therapists for continuing services, if they are recommended.

Group services are offered on-site at the YWCA and offsite at various locations. Groups respond to needs as they are identified by clinicians or as requested by YWCRC clients, such as the group for providers who work with refugees or other immigrants--especially those who have survived trauma or are struggling with immigration status issues.

D. Performance Measures – Impact on the Goals

Please see the attached Section 0640 indicating YWCRC specific Output and Outcome Measures.

1. To calculate the required outputs, counselors are trained to use the YWCRC Daily Statistics Form to document every client served in individual, couple, or family counseling, as well as cancellations and no shows. Counselors, Supervisors, Clinical Director and the Executive Director collect, analyze, and report on each client who receives mental health counseling in individual, couples, or family counseling services. Each client is counted once annually as a new client at the time they first enter services.

Similarly, counselors document all clients served in therapy and skill-building groups by using the YWCRC Group Statistics Form, where the clients enter their names and provide basic demographic information on the day of service delivery, such as age, ethnicity, gender, income

and zip code, which is entered into the client database system. Careful attention is paid so that there is no duplication of client data entered from group services.

To calculate the first proposed outcome (percent of individuals who make progress toward treatment plan goals), clients provide self-assessment of the counseling experience by a comparison of up to three tests taken by the client over the course of her ten counseling sessions. The Pre-Counseling Test, completed by the client in the waiting room before the first session, gives the counselor an idea of the client's perceptions of her self-esteem and perceived functioning prior to counseling. At the fourth session, a Mid Evaluation Form is completed by the client, which addresses similar self-esteem issues, and also asks the client to self-report regarding progress made on at least one treatment plan goal. At the end of sessions the client is asked to complete a Final Evaluation, which duplicates self-esteem issues, the counseling experience, and addresses the question of accomplishment of at least one treatment plan goal. The Final Evaluation form also offers the client an opportunity for an extended written option to report on the counseling experience. At termination, the evaluations are circulated from the counselor to the Clinical Supervisor/Clinical Director, and to the Executive Director for review and oversight of service delivery. This data regarding improvement is then entered into the client database system.

To calculate the second proposed outcome (percent of individuals who demonstrate improved life skills and/or knowledge), group clients are asked to give feedback using the YWCRC Group Evaluation Form upon the conclusion of the group session. Several questions ask the clients to rate their experience with the group as "very successful," "successful," "not successful," and they are also asked to identify specifically something new that they have

learned. Group facilitators, the Clinical Supervisor, the Clinical Director and the Executive Director review these responses before their entry into the client database system.

E. Service Coordination

1. A substantial number of YWCA memoranda of understanding (MOU) for service coordination have extended over many years, such as with Austin Recovery (AR), where facilitators use an established curriculum to assist the women residents in defining past hurts, their after-effects, the nature of memories and feelings, and identifying triggers to relapse. Recognizing that many of the women residents have endured at least one serious trauma, sometimes as children and very often during times they were using, the YWCA also offers a group that focuses on understanding the reactions of the nervous system to trauma and learning to manage those reactions effectively, instead of turning to alcohol or drugs. AR's Director of Community Services ensures non-duplication of services with other providers at the center.

In 2013, the YWCA successfully initiated group services at the Don T. Hutto Residential Center that address the unique needs, challenges, and opportunities of female immigrants from all over the world who find themselves detained and isolated due to their immigration status. With assistance of Chaplin Kevin Howard who provides space for the groups and assists in promoting the program to the women residents, the YWCRC Lead Counselor facilitates the groups (one in Spanish and one in English) that focus on trauma healing, resiliency, loss, and maintaining a sense of self amidst obstacles.

Similarly, the appointed Social Services Program Coordinator at Travis County Sheriff's Office assumes the responsibility of coordinating programs with YWCA Clinical Director for groups offered to parenting and pregnant inmates, focused on reconnecting with their child(ren),

building and rebuilding the parent/child relationship, exploring loss, defining the parent role, formulating realistic expectations, and preparing for reunification.

Finally, under a contract with the United Way, the YWCA provides a menu of services focused on children's social/emotional learning at identified high-needs child care centers that are tailored to the center and teacher's specific needs, including teacher training, parent education, and individual and group counseling. The YWCA coordinates these services with the other United Way-funded partners so that centers receive intensive non-duplicated services targeted to staff and enrolled families' needs.

Such cooperative agreements are the reason the YWCA was awarded the 2007 Aaron Stein Memorial Award for "utilizing the creative applications of group theory and technique" by conducting mental health support/skills-building groups for women and girls in "non-psychotherapeutic settings", thus going to the clients, rather than having them come in to the office.

2. Coordination of services has obviously been a critical component to the success of all programs of the YWCA Greater Austin. With support from the City of Austin, the YWCA has coordinated services with innumerable City-funded organizations, where for many years we have referred and received clients, as well as provided comprehensive services for women. Most recently, Goodwill Industries of Central Texas has requested establishing "a quality continuum of services for recently released ex-offender women".

3. The YWCA currently has memoranda of understanding (see attached) and/or service contracts with the following:

- United Way for Greater Austin (service contract): "to deliver service hours on the social/emotional learning development of preschool children, at no cost and on-site. So that

centers receive intensive, non-duplicative services targeted to their staff and enrolled families' needs, YWCA services will be offered in coordination with the other UWATX funded Social Emotional Learning Collaborative partners.”

- City of Austin Community Development Block Grant (service contract): “to operate a child care voucher system for low income families in crisis including accepting referrals from other social service agencies and assisting those referred parents to find child care services.”
- Austin Recovery: “to provide weekly psycho-educational group services to Austin Recovery residents on such topics as Healing Past Hurts and First Aide for Trauma Activation.”
- Somatic Experiencing® Trauma Institute: to “assist...in promoting the Somatic Experiencing® Beginning I and II trainings with the professional counseling community”.
- Don T. Hutto Residential Center: “to offer on-going support groups in Spanish and English that address the unique needs, challenges, and opportunities of female immigrants particularly those who have experienced trauma and/or find themselves isolated due to their immigration status.”
- Travis County Sheriff’s Office: “to serve the parenting and pregnant population of TCCC by providing a weekly group, as well as inform group participants of individual and group counseling services available to them once released to support in the maintenance of their growth and development.”
- Goodwill Industries of Central Texas: to “accept referrals from the R.I.S.E Program for female clients, who are in need of individual, group, and/or family counseling services.”

4. Callers and established clients are routinely referred to local social service agencies at any point in the therapy process. To facilitate referrals, the YWCA maintains its own Quick Referral List that connects clients to resources, such as 211 Texas, affordable medical services,

other therapists who offer a sliding scale, and affordable child-care. Throughout the ten sessions, counselors assess client needs and make appropriate referrals as necessary. YWCRC staff are also encouraged to not only make referrals as needed during sessions, but also to call referrals with client – modeling the task and supporting the client, as appropriate. At termination, counselors provide the client with as many appropriate referrals as possible to keep the client engaged in a healthy lifestyle.

F. Community Planning Activities

1. The YWCA's Executive Director and Clinical Director(s) have been involved in the Behavioral Health Planning Partnership since its inception in 1997, working to maximize services and resources through the use of cooperative/collaborative strategies that “resulted in a client-focused continuum of care for youth and adults with mental illness and/or substance use disorders in Travis County”. Similarly, in 2004, the YWCA responded to an invitation from City of Austin Mayor Will Wynn to participate in the Mayor's Mental Health Task Force. Serving on the Short- and Long-Term Treatment Subcommittee, the YWCA Clinical Director worked in consort with 40 other nonprofit organizations to 1) identify the strengths and gaps in mental health services in the community, 2) develop criteria that define a mentally healthy community, and 3) create an action plan to close the gaps in the community.

Today, the YWCA Greater Austin is a key participant in the United Way's Success by Six initiative, a coalition of hundreds of early childhood advocates, experts, parents, service providers and business leaders “to make sure every child is ready for kindergarten by improving the complex networks of child care services, parent education, public and private funding and public policy in the Central Texas community.” As a member of the United Way's Social Emotional Learning Collaborative, the YWCA has been involved in creating a very direct,

hands-on learning opportunity for teachers, children and their parents at a number of selected child care centers to raise awareness and skills in the social and emotional development of children.

In line with our work on Somatic Experiencing® and ever-growing behavioral health services with families, the Clinical Director has also begun to represent the YWCA at the newly formed Trauma Informed Care Consortium of Central Texas, which brings together professional organizations throughout Central Texas to address the trauma needs of children and families. Finally, the YWCA is also a member of the Central Texas Perinatal Coalition that brings together programs, agencies and professionals who provide medical, mental health and psychosocial services and support to the perinatal population. This participation is expected to enhance our work with women and their families.

2. The YWCA's commitment to relevant community planning activities was recognized by the Austin/Travis County Health and Human Services Department in a 1998 Final Monitoring Report, which acknowledged our "excellent formal and informal linkages, collaborations, and participation in major planning bodies and related work groups relative to mental health and substance abuse services in this community."

As a provider of youth prevention services, the YWCA's Generation YW Program was a founding member of the Travis County Afterschool Network, now known as the Central Texas Afterschool Network (CTAN), which established as a collaborative effort between private and non-profit organizations in the Travis County area that were committed to supporting providers that serve school-age children and their families during out-of-school time.

Recognizing the importance of an "inclusive, holistic and asset-based approach to youth development and effective coordination of systems", the YWCA was among the CTAN

members to participate in the first meeting of what is today known as the Ready By 21 Coalition, which continues to build and connect “systems of opportunities, services and supports to prepare all young people in our community to be ready for school, work and life.”

Today, the YWCA’s Generation YW staff is actively involved in the recently formed Youth Substance Abuse Prevention Coalition of Travis County that focuses on the continuum of care from prevention and education through treatment and recovery for area youth, as well as serving on the advisory group for the Travis County Crime Victims Fund. As a provider of continuing education training for licensed counselors, social workers and marriage & family therapists, the YWCA is a member of the Asian Behavioral Health Network, as well as the Austin Spanish Speaking Mental Health Network, a group of professionals in the Central Texas area that provides referrals, support, and networking for Spanish speaking mental health providers.

G. Overall Evaluation Factors Regarding Applicant

1.a. In 2007, the YWCA of Greater Austin reached a major milestone in its history – celebrating 100 years of service to the Austin community. Over the past several decades, the YWCA has successfully managed multi-year contracts in providing highly specialized behavioral health and substance abuse prevention services in the Greater Austin area with the Texas Department of State Health Services (Generation YW Program), City of Austin Health & Human Services Department (YWCRC), Travis County Health & Human Services Department (YWCRC) and United Way for Greater Austin (YWCRC).

As we have embarked on our next 100 years, it has served the YWCA well to have generated new contracts that have strengthened our infrastructure thereby developing overall sustainable and consistent funding streams, while at the same time broadening our client base.

They include the Travis County Crime Victims Fund (Generation YW Program) and City of Austin Community Development Block Grant (YWCRC)

In addition, the YWCA has maintained a reputation for meeting expectations of local and state contractual obligations. For example, due to our successful 2011 on-site monitoring review with Travis County HHSD, our agency was “designated to receive a desk review instead of a monitoring visit for contract year 2012”. The subsequent report to our board of directors stated, “The desk review included an administrative and financial review for the 2011 contract year. During the review there were no concerns, recommendations or findings identified.” They concluded the report by stating, “We commend you for the work provided to the community and thank you for facilitating the information for the desk review.”

Furthermore, during our most recent “Brief Onsite Review” conducted by DSHS for FY2012, of the ten areas reviewed, it was recommended that the YWCA address the following: 1) separate QM meeting notes from supervision/staff meeting notes; 2) record intervention counseling notes separate from prevention education session notes in participant files; 3) enhance our drug testing policy to include random drug testing on all staff; and 4) secure board approval of the QM Plan.

It is because of the YWCA Greater Austin’s capacity to successfully manage relevant contracts that it was recognized by the Austin/Travis County Health & Human Services Department as “one of the few outpatient mental health treatment options for uninsured, underinsured, and/or indigent persons in Austin/Travis County”, as well as for having “the administrative and organization[al] structure that represents a ‘best practices’ model” for a community mental health center. Please see attached the contact information for all contracts

identified above and all monitoring reports received within the previous 24 months of administering the relevant contracts.

2. For far more than five years, the YWCA Greater Austin has provided behavioral health services in particular for women impacted by barriers to self sufficiency and stability in the Austin-Travis County area. Since the 1990s, YWCRC has provided weekly groups at a local residential treatment center, where today issues relating to trauma and its management are explored and developed. For monolingual Spanish-speaking women and their families, YWCRC initiated within the past 10 years bilingual mental health counseling for relationship and parenting challenges, as well as assistance in understanding and navigating the community. The YWCA also provides individual, family, and group counseling for women veterans who are seeking to reenter civilian life. This extensive experience qualifies the YWCA to work with the target populations proposed in this application.

3. The YWCA Greater Austin has provided counseling opportunities for women and their families in Austin/Travis County since the 1980s to deal with mental health issues in a highly professional, unbiased manner and for an affordable fee. As a key community resource, the YWCA and its counselors in YWCRC have been lauded for providing relief, hope, assistance with problem solving, emotional support, and realistic feedback. This has enabled clients to engage more productively in the community.

H. Data Management and Program Evaluation

1. Having been funded by the City of Austin Health & Human Services Department for many years, as well as by the United Way Capital Area, the YWCA management staff is competent in utilizing web-based software, such as CTK, to report on all required outputs, performance and outcomes.

In addition, the YWCA Greater Austin staff has recently purchased an electronic data system specifically created for non-profit reporting that keeps all client and program data in one centralized, HIPAA-compliant system. Created by CTK, Apricot Nonprofit Software is currently being introduced to all YWCRC staff for the purposes of transitioning all program activities, procedures and forms into the system.

However, the YWCA has had exceptional success in managing contracts, primarily because of the staff's experience in reliable record-keeping procedures that have been in place for many years. Therein lies the potential for challenges with YWCA data management and reporting. Because the YWCA does not have a dedicated staff person to manage the data entry and reporting, the Clinical Director and Executive Director have assumed this role. The transition of all program activities, procedures and forms into Apricot has been time-consuming and labor intensive. Our current plan is to introduce the transition of each program procedure and its corresponding form incrementally, i.e. Intake, Daily Stat Sheets, etc., all the while keeping the corresponding hard copy on file. At the same time, our Clinical Policies and Procedures will also be revised as each transition is accomplished.

2. At the YWCA, clinical supervisors closely evaluate counseling performance, paying close attention to documentation and clinical review, and also to the client self reports. The multi-level team of Clinical Supervisor, Program Manager, Clinical Director, and Executive Director provide oversight that is designed to give many opportunities to review, correct, revise, and strengthen existing services.

Administrative performance evaluation activities include 1) weekly meetings with the Clinical Director and Clinical Supervisor individually, 2) client evaluation reviews by counselor, Clinical Supervisor, and Clinical Director, 3) weekly meetings with the Executive Director and

the Clinical Director to report on program developments, 4) client evaluation reviews by the Executive Director before entering the data in the reporting system, 5) weekly group supervision meetings facilitated by the Clinical Supervisor and Clinical Director with counselors, and 6) weekly meetings with the Executive Director, the Clinical Director, other program managers, and administrative staff to review programs, to maintain good communication among all parties, and to stay current with agency challenges, all of which afford the chance to detect program problems and review and revise programming to improve the quality of service delivery.

Counseling procedures at YWCRC follow best practice guidelines as identified in the Social Work and Licensed Professional Counselor Codes of Ethics, various federal, state, and local laws, and described within the YWCRC Clinical Policies and Procedures Manual. Quality management is addressed at Intake, where Intake counselors are invited to bring issues before supervisors as needed and also at the beginning and end of each semester, where a review meeting serves as an opportunity to review and revise procedures with the input of the new and departing Intake team. Review is also raised at the time of scheduling appointments, when suitability for short-term services may receive more attention. Individual weekly supervision for each counselor is an additional time for identifying problems not only in assisting clients, but also in observing how services are delivered and what procedures might ease a problem. Weekly supervision meetings are yet another opportunity to review and revise policies and procedures.

Counselor-related quality management activities include 1) a 12- to 15-hour training course in YWCRC procedures prior to contact with clients, 2) weekly meetings with Clinical Supervisors to discuss clients, client issues, strategies to assist clients, and to obtain feedback and guidance from the Supervisor, 3) Supervisors' use of the Supervisory Checklist with new counselors to assist them in developing professional standards and practices while at the YWCA,

4) Supervisors' use of the Documentation Checklist to insure that client charts are maintained in the best order possible, and 5) training on compliance with federal, state, and local guidelines regarding reports of abuse, neglect or exploitation of clients and the proper documentation.

3. Whether YWCA mental health services are provided at the YW Counseling & Referral Center, or whether the services are provided off-site, the procedures for collecting and documenting client data are the same. In the event that a YWCRC counselor provides counseling off-site, (s)he must use the Daily Statistics Form to document every client served in individual, couple, or family counseling, as well as cancellations and no shows. The Counselors also use this form to note demographic information, such as age, ethnicity, gender, income and zip code at every client's first visit, which is subsequently entered into the YWCA client database system.

YWCRC Counselors also document all clients served in therapy and skill-building groups conducted off-site by using the Group Statistics Form, where the clients enter their names and provide basic demographic information on the day of service delivery, such as age, ethnicity, gender, and zip code, which is entered into the YWCA client database system. Particularly careful attention is paid so that there is no duplication of client data entered from group services. Accessing income information for clients served in groups off-site continues to be an issue with partner organizations. Efforts to address this issue are ongoing.

I. Staffing Plan

1. Under the supervision of the Executive Director, the YWCRC Clinical Director is responsible for managing all aspects of the mental health and substance abuse services of the YWCA. In so doing, she is responsible for assuming responsibility for meeting and reporting on all contract/funding requirements and ensuring compliance with legal/ethical requirements and

with agency clinical policies/procedures, while also training and supervising select clinical staff. Reporting directly to the Clinical Director is the YWCRC Clinical Supervisor, who shares the training and supervision of student counselor interns and licensure candidates, as well as assists the Clinical Director with coordination of program staff meetings and clinical case conferences. It is important to note that both the Clinical Director and the Clinical Supervisor also carry a small client caseload throughout the year, as needed. All licensed counselors, licensure candidates and student counselor interns are under the direct supervision of the Clinical Supervisor or Clinical Director. Their major responsibilities include providing individual, couples, family, and group counseling as needed on mental health and personal growth issues by applying clinical skills including diagnostic assessment and treatment planning with clients. They are also responsible for attending mandatory individual supervision once a week and mandatory weekly clinical case conference meetings. Attached are resumes/job descriptions for each position for all YWCRC key staff.

2. See the attached Section 0645 for the list of project staff by title and percentage of each position's time to be spent on the program.

3. See the attached resumes and/or position descriptions for YWCRC key staff.

Part II – Cost Effectiveness

Total points: 20

A. Budget

1. Personnel expenses include salaries plus benefits for all YWCRC clinical staff and two administrative/support staff. Operating expenses include costs that support the general operations of YWCRC, including accounting, audit, IT services, supplies, telephone, postage, copier lease, mileage, printing, liability insurance, staff development, and other miscellaneous operating expenses. All are allocated by percentage of salaries per program, with the exception

of occupancy expense, which is allocated by square footage. Expenses for Staff Travel, Consultants/Contractual, Conferences/Seminars/Training (out of Travis County) are not requested in this application. This application is also not requesting any support for direct assistance or equipment/capital purchases.

- a. Please see the attached Section 0650 with required budget information.
 - b. The YWCA Greater Austin is not requesting City of Austin funds for any subcontractors.
2.
$$\frac{[\text{Line 25, Column C (87605)} + \text{Line 25, Column D (8054)}] \div \text{Line 12, Column A (599477)}}{100} = 15.96\%$$

B. Cost per Client

1. The average cost to the City per client served is calculated as:

Total annual amount requested from the City of Austin (\$162,503) ÷ Total number of unduplicated clients served on an annual basis (479) = \$339.25

2. The cost per client served from all sources is calculated as:

Total annual budget for YWCRC (\$346,119) ÷ Total number of unduplicated clients served on an annual basis (1020) = \$339.33

3. Agency records indicate the following proposed outcomes:

- Approximately 85 unduplicated clients served through individual, couples, and family counseling will report the projected progress toward treatment plan goals. Using the cost per counseling session calculated above, the average cost per client achieving this proposed outcome between the requisite 5 to 10 counseling sessions can range from \$169.60 (\$33.92 x 5) to \$339.25 (\$33.92 x 10) per client.
- Approximately 262 unduplicated clients served through therapy and/or skills-building groups will demonstrate the projected improved life skills and/or knowledge. Again, using the cost

per group session calculated below, the average cost per client achieving this proposed outcome between the 5 to 10 group sessions can range from \$169.60 (\$33.92 x 5) to \$339.25 (\$33.92 x 10) per client.

4. When the calculated price above per counseling session is taken into consideration, it is evident that the \$33.92 per session is far more affordable than the market rate and appropriate for the proposed strategies. Support from the other fund sources makes the proposed strategies feasible for the YWCA.

5. The YWCA's short-term counseling model assists women and their families in dealing with problems in living that have caused depression, anxiety, grief and loss, marital issues, and other challenges. By supporting the YW Counseling & Referral Center's efforts to offer high quality counseling on a very low sliding scale fee, the City of Austin is able to proactively deter the growth of problem conditions for women and their families and ultimately improve not only their quality of life, but also that of the community.

C. Program Funding Summary

1. Please see the attached Section 0655, which provides an overview of all funding sources for YWCRC.

Part III – Local Business Presence

Total points: 10

1. Please see the attached Section 0605 providing the information regarding the YWCA local presence.

Section 0615

Connection to Self-Sufficiency Goals and Life Continuum Categories

Select the primary Self-Sufficiency Goal and Life Continuum Category that your Application narrative will describe. If applicable, select any secondary Self-Sufficiency Goals and Life Continuum Categories included in your Application narrative.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction.

<p>Select only one (1) of the following as the primary Self Sufficiency Goal your Application will address:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Safety Net Infrastructure <input type="checkbox"/> Transition Out of Poverty <input checked="" type="checkbox"/> Problem Prevention <input type="checkbox"/> Universal Support Services <input type="checkbox"/> Enrichment 	<p>Select only one (1) of the following Life Continuum Categories your application will address based on the primary goal selected:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Early Childhood <input type="checkbox"/> Youth <input checked="" type="checkbox"/> Adults and Families <input type="checkbox"/> Seniors & Persons with Disabilities
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If additional Self-Sufficiency Goals and Life Continuum Categories are addressed by this Application, please identify each goal in the table provided below:

<p>Self-Sufficiency Goals:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Safety Net Infrastructure <input type="checkbox"/> Transition Out of Poverty <input type="checkbox"/> Problem Prevention <input type="checkbox"/> Universal Support Services <input type="checkbox"/> Enrichment 	<p>Life Continuum Categories:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Early Childhood <input type="checkbox"/> Youth <input type="checkbox"/> Adults and Families <input type="checkbox"/> Seniors & Persons with Disabilities
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YWCA goal: Improving the lives of women and their families
 What to measure: Resilience
 Elements of resilience: Feeling reasonably good about oneself
 Being reality based
 Managing one's anxiety
 Expressing oneself effectively
 Maintaining supportive relationships
 Finding ways to be creative

Logic Model: For individuals/families

<u>Investment</u>	<u>Interventions/Tasks</u>	<u>Client Outcomes</u>	<u>Impact</u>
5 - 10 Somatic Experiencing Sessions	Clients learn how human nervous system responds to stress.	Clients recognize specific body sensations of activation and settling.	Clients report increased self esteem, and are able to participate more actively in their relationships.
	Clients learn ways to settle themselves in stressful situations by using settling skills.	Clients self-regulate using settling skills after activation.	Clients report being more content and less distressed by their circumstances.
	Clients learn resourcing skills, both inner and outer resources to help them settle.	Clients self-regulate using settling skills and resourcing skills.	Clients report using self-regulation skills of settling and resourcing and finding relief from activation.
	Clients learn tracking skills for managing body sensations.	Clients self-regulate using settling, resourcing and tracking skills to manage activation.	Clients report increased empowerment in managing activation.
	Clients learn about healthy defensive responses	Clients redirect energies towards healthy defensive responses.	Clients experience an improvement in their most significant symptoms and report more energy for creative endeavors.

Section 0640

Program Performance Measures and Goals

OUTPUT MEASURES

Provide proposed goal amounts for your program in the City of Austin column, the All Other Funding Sources column and the TOTAL (City + All Other) column.

<u>OUTPUT # 1 (Required)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City. + All Other) Annual Goal
Number of unduplicated clients served per 12-month contract period	479	541	1020

<u>OUTPUT # 2 (Required)</u>	<u>City of Austin</u> Goal	<u>All Other</u> <u>Funding Sources</u> Goal	<u>TOTAL</u> (City + All Other) Goal
Number of unduplicated clients served during the initial 36-month contract period	1437	1623	3060

<u>OUTPUT # 3 (Proposed)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City + All Other) Annual Goal
N/A	N/A		

<u>OUTPUT # 4 (Proposed)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City + All Other) Annual Goal
N/A	N/A		

OUTCOME (RESULTS) MEASURES

Replace the blue text in the left column of this section with the actual wording of your measures' numerators, denominators, and outcome rates (by %). Also in the right column's shaded blocks, include the corresponding goal amounts and percentages for each line.

Total Program Performance – OUTCOME # 1 (Required)	Total Program Annual Goal
Number of clients who make progress toward treatment plan goals (numerator)	85
Total number of unduplicated clients reporting (denominator)	95
Percent of individuals who make progress toward treatment plan goals (outcome rate)	90%

Total Program Performance – OUTCOME # 2 (Proposed)	Total Program Annual Goal
Number of clients who demonstrate improved life skills and/or knowledge (numerator)	262
Total number of unduplicated clients reporting (denominator)	305
Percent of individuals who demonstrate improved life skills and/or knowledge (outcome rate)	86%

Total Program Performance – OUTCOME # 3 (Proposed)	Total Program Annual Goal
N/A	
	%

COMMUNITY INVESTMENT GRANT AWARD AGREEMENT

This Community Investment Grant Award Agreement (“**Agreement**”) is entered into by and between United Way for Greater Austin, a Texas non-profit corporation with its principal offices located at 2000 E. MLK Jr. Blvd., Austin, Texas 78702 (“**Grantor**” or “**United Way**”), and **Young Women's Christian Association Greater Austin**, a non-profit with its principal offices at **2015 S. IH35; Suite 110, Austin, TX 78741** (“**Grantee**”).

The charitable mission of Grantor is to address critical social issues by bringing people and resources together to create opportunities for individuals, families and neighborhoods to prosper.

Grantee desires to help Grantor achieve its charitable mission and the outcomes associated with the following focus area(s), strategy(ies), and program(s): **Success By 6: Mental Health Support Groups
YW Counseling & Referral Center
\$45,000**

In consideration of the foregoing, the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Award of Community Investment Grant

Grantor awards to Grantee and Grantee accepts from Grantor, for use strictly in accordance with the specific grant requirements set forth in “Attachment A” (the “**Specific Grant Requirements**”), funding in the aggregate amount (“Aggregate Amount”) set forth above.

2. Community Investment Grant Requirements

a. Grantee hereby agrees to fulfill all Specific Grant Requirements in consultation with a Grant Manager (defined below) designated by Grantor.

b. Grantee warrants that all services performed under this Agreement will be performed in a careful, efficient, and workmanlike manner, and will conform to the Specific Grant Requirements.

c. The Specific Grant Requirements comprise Grantor’s request for proposal and Grantee’s responsive proposal, revised as mutually agreed to between Grantor and Grantee, with all such revisions reflected in Attachment A, which is attached hereto and incorporated herein as if fully set forth.

3. Term

a. The term of this Agreement begins **July 1, 2013** and ends **June 30, 2014** (the “**Term**”), unless terminated at an earlier date in accordance with Sections 12 or 16 of this Agreement. Notwithstanding the foregoing, the terms and conditions of Sections 13, 14 and 20 of this Agreement survive the expiration and/or termination of this Agreement.

b. Grantee shall, within thirty (30) days of termination of this Agreement for any reason, return to Grantor any portion of the Aggregate Amount not yet expended by Grantee, and/or not expended in accordance with the Specific Grant Requirements as of the termination date.

4. Amount of Community Investment Grant

a. For fulfillment of the Specific Grant Requirements, Grantor shall pay to Grantee no more than the Aggregate Amount in installments over the Term according to the schedule and by the distribution method set forth in Attachment A.

b. Failure by Grantee to fulfill the Specific Grant Requirements or to comply with any other term of this Agreement, including but not limited to submission of proper reports, audits or other requested information by the specified deadlines, may result in suspended payments and/or termination of this Agreement.

c. Grantor's funding of the Aggregate Amount is conditioned upon Grantor's successful completion, with Grantee's assistance, of Grantor's Fundraising Campaign efforts throughout the Term. Grantor may, in its sole discretion, modify the Aggregate Amount, installment schedule or distribution method described herein based on the amount of funds received by Grantor through its fundraising efforts or due to any unanticipated reason that limits the amount of funds available to Grantor for disbursement to Grantee. Grantor shall notify Grantee in writing of any modifications to the Aggregate Amount, installment schedule or distribution method described herein. Payment of the Aggregate Amount set forth herein to Grantee is not guaranteed in any manner.

5. Reports

Grantee shall provide to Grantor periodic reports in accordance with the schedule and distribution method set forth in the Specific Grant Requirements.

6. Patriot Act

Grantee hereby certifies to Grantor that Grantee is in compliance with current United States counterterrorism regulations, as contained in the USA Patriot Act (a pdf of which is accessible at <http://www.unitedwaycapitalarea.org/patriotact>). Grantee further hereby certifies to Grantor that Grantee does not employ individuals or contribute funds to entities or persons on The Department of the Treasury's Office of Foreign Assets Control Specially Designated Nationals List (the "OFAC SDN") (discussed at <http://www.treas.gov/resource-center/sanctions/Pages/default.aspx>) and the Internal Revenue Code has not revoked the exemption of the Grantee for failing to satisfy filing requirement for three consecutive years (discussed at <http://www.irs.gov/charities/article/0,,id=239696,00.html>). Grantee shall review the OFAC SDN and IRS Automatic Revocation of Exemption List (including the Web sites listed above) and immediately notify Grantor of any change in circumstances pertaining to this certification.

7. Branding; Publicity

a. Grantee shall cooperate with Grantor to supply information, including client stories, to United Way for use in its fundraising and marketing materials.

b. Publicity about the program(s) funded through this Agreement is expected and encouraged. Grantor specifically requests that its logo be included on Grantee's website, its logo or name be included in newsletters and annual reports, and for Grantee to create link to Grantor's website. Grantor also requests recognition as a special or sustaining supporter at Grantee's prominent fundraising events Grantee will provide

copies of all final publications and/or recognitions with references to funded programs to Grantor. Grantor reserves the right to provide specific requirements for any marketing or branding materials.

c. When communicating orally or in writing (included but not limited to marketing materials) about the program(s) funded through this Agreement, Grantee shall acknowledge that the program is financially supported by Grantor and include our name and whenever possible our logo. Grantor does not sponsor fundraising events of its grantees, and any United Way representatives attending Grantee's fundraising events are required to purchase tickets.

8. Fundraising

Grantee shall cooperate with and actively support Grantor in its fundraising campaigns. Grantee is responsible for educating its volunteers and staff about United Way's fundraising policy. Grantee shall work diligently to accomplish each of the following actions, which are strategies to increase Grantor's community investment dollars and facilitate a greater awareness of the impact of those dollars:

a. run an internal United Way workplace giving campaign OR send employees to participate in a workplace giving campaign meeting held at United Way. Grantee will be contacted in July to select the option that works best for it. Internal workplace giving campaigns must be done in coordination with a United Way representative;

b. appoint three representatives to attend a workplace giving campaign speakers training hosted by United Way. The training will provide guidelines on representing United Way partner agencies at workplace giving campaign functions. One representative should be a leadership team member, one a resource development team member, and the third a program staff or board volunteer. Agencies with staff of less than fifteen (15) may appoint three volunteers in lieu of staff. Only staff/volunteers who attend the training will be eligible to speak on behalf of Grantee at corporate workplace giving functions;

c. and acknowledge contributors of designated funds in a timely manner, unless donor detail information is not released to Grantee. On a year-round basis that includes the campaign period, agencies may conduct fund raising activities, so long as such activities do not include or involve soliciting donors in any way requesting direct designations through the United Way campaign.

9. Community Support

Grantee shall participate in efforts intended to change community conditions. Such participation shall include the following:

a. collaborate with United Way in efforts related to Community Impact program delivery as specified in Attachment A;

b. maintain an accurate listing of programs and services with the United Way Navigation Center;
and

c. work with Hands On Central Texas to identify volunteer opportunities.

10. Inclusiveness Policy

Grantee shall comply with the principles set forth in United Way's Inclusiveness Policy, a copy of which is attached hereto and incorporated herein as "Attachment B."

11. Relationship of the Parties

The relationship of Grantor and Grantee is that of donor/donee. Despite public statements to the effect that the Grantor and Grantee are "partners," the use of such term is intended simply as a metaphor for the cooperation between Grantor and Grantee in connection with their pursuit of their individual missions. This Agreement does not create a partnership, joint venture, agency, or employment relationship between Grantor and Grantee. Grantee shall retain the exclusive authority to direct its affairs and operate its programs. Neither this Agreement nor the Aggregate Amount creates an obligation on the part of Grantor to continue funding Grantee or its programs. Funding of the Aggregate Amount is subject to Grantee's compliance with the terms and conditions of this Agreement and, while Grantor anticipates creating a long-lasting relationship with Grantee, future contributions are in the sole discretion of Grantor, based upon its determination of the best manner in which to accomplish its own missions and goals. From time to time Grantor may undertake initiatives that would benefit from the participation of Grantee. Grantee agrees that, consistent with its mission and resources, it will work to accommodate the reasonable requests of Grantor.

12. Early Termination

a. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days prior to the intended date of termination. If terminated, payment hereunder will be pro-rated through the actual date of termination.

b. Unless otherwise provided herein, Grantor shall provide to Grantee written notice of any failure by Grantee to perform or default in the performance of any of Grantee's obligations under this Agreement. Grantee shall have ten (10) calendar days to cure the failure or default. Should Grantee fail to cure such failure or default within the ten (10) day period, Grantor may terminate this Agreement.

c. Grantor and Grantee shall effect any termination of this Agreement through respectful processes and dialogue. Grantor and Grantee shall, prior to release, mutually agree on the content, timing and form of any and all press releases regarding termination of this Agreement. No other information regarding termination of this Agreement shall be released to the media.

13. Indemnity and Hold Harmless

Grantee agrees, for itself and its assigns, to indemnify, defend and hold Grantor and its affiliates, officers, directors, employees, representatives and agents (each, a "***Grantor Indemnified Party***") harmless from and against (and to reimburse each Grantor Indemnified Party for) all demands, liabilities, claims, actions, judgments, amounts paid in settlement, fines, penalties, losses, costs, damages, deficiencies or expenses, including interest, court costs and reasonable fees of attorneys, accountants and other experts, arising out of or resulting from the performance, failure to perform or default of Grantee under this Agreement.

14. Confidentiality

Grantor and Grantee shall maintain the confidentiality of, and shall not, without the prior written consent of the other party, directly or indirectly disclose to any third party or use or otherwise exploit for their own

benefit or for the benefit of any other person, all or any portion of any Confidential Information of the other party. The "Confidential Information" of a party includes trade secrets, contributor and agency lists, marketing arrangements, business plans, projections, financial information, training manuals, product and service development plans, market strategies, internal performance statistics, self-developed software and methodologies and other competitively sensitive information belonging to and concerning Grantee or Grantor and that is not generally known by or available to the public, whether or not in written or tangible form.

15. Audit; Books and Records

a. Grantee shall engage independent public accountants to conduct annual audits of its financial statements and condition. Such audits, along with the accountant's management letter (if any), and any other reports on the review of Grantee's internal controls shall be submitted electronically to Grantor within five (5) months of Grantee's fiscal year end. Extensions may be granted on a case by case basis and may result in delayed grant payment. Extension requests must be submitted in writing at least ten (10) days in advance of the five (5) month deadline. All audits of Grantee, all accountants' reports on the audits and the related financial statements shall be prepared in accordance with generally accepted accounting principles consistently applied and in accordance with generally accepted auditing standards. Such audits and the provision thereof and of the above stated reports and statements to Grantor shall be at the sole expense of Grantee.

b. Grantee shall include audit provisions identical to those provided in this Section 16 in all agreements with subgrantees and, upon the request of Grantor, shall secure equivalent rights and information from any or all subgrantees.

c. Upon reasonable prior notice to Grantee, Grantee shall, at Grantee's sole expense, provide Grantor and its independent public accountants and other representatives, with access to all property, personnel, books and records and shall cooperate and cause its personnel to cooperate with Grantor and any of its independent public accountants in their review of any documents that relate in any way to any audit, accountants' report or management letter provided hereunder, or to Grantee's performance under this Agreement. Grantor, its independent public accountants and other representatives shall have the right to copy any and all documentation relating to such audits, accountants' reports, management letters, and/or to Grantee's performance under this Agreement.

d. Grantee shall retain all records relating to such audits, accountants' reports, management letters, and/or Grantee's performance under this Agreement until the third anniversary of the expiration or termination of this Agreement.

16. Force Majeure

Grantee shall notify Grantor as soon as practicable if at any time Grantee is delayed, hindered or prevented from performing any of its obligations under this Agreement due to an act of God or public enemy, strike, lockout, boycott, picketing, riot, insurrection, or any governmental order, rule, regulation or ordinance beyond the reasonable control of Grantee. In such event, Grantor shall have the right, in its sole discretion and notwithstanding anything contained herein to the contrary, to modify or terminate this Agreement on three (3) days written notice, and require that Grantee return to Grantor within thirty (30) days of such termination any portion of the Aggregate Amount paid to Grantee and not yet expended, and/or not expended in accordance with the Specific Grant Requirements.

17. Conflict of Interest

Grantee represents and warrants that it is not, and has not been, involved in any activity that would constitute or suggest the appearance of a conflict between (a) Grantor's charitable mission, (b) Grantee's efforts related to Success By 6, Target Graduation, Financial Opportunity or Health and (c) Grantee's ability to comply with the Specific Grant Requirements, on the one hand; and any *private interest* of Grantee or any individual affiliated with Grantee regarding use of any portion of the Aggregate Amount, on the other hand (each, a "***Conflict of Interest***"). Grantee shall promptly disclose to the Grant Manager any situation that might involve or appear to involve a Conflict of Interest with Grantor. Failure of Grantee to disclose a potential Conflict of Interest, as determined by Grantor in its sole discretion, may be grounds for immediate termination of this Agreement upon three (3) days written notice, and the return to Grantor within thirty (30) days of such termination any portion of the Aggregate Amount paid to Grantee and not yet expended, and/or not expended in accordance with the Specific Grant Requirements.

Grantee represents that no part of its net earnings inure to the benefit of any private person and that all financial relationships between Grantee and its members, directors or trustees, and officers, whether direct or indirect, have been approved by a disinterested majority of its Board and are fair and in Grantee's best interest. In the event Grantee receives communication from the IRS, the Attorney General of the State of Texas, or any other federal or state regulatory agency concerning Grantee's tax-exempt status, Grantee's compliance with laws or regulations, the undertaking of an investigation of Grantee or any of its programs, or relating to any other aspect of Grantee's activities affect Grantee or its programs, Grantee will provide Grantor with a copy of such communication (or a complete written summary of such communication, if it is not in writing) within three business days of such communication. If Grantor determines, in its sole discretion, that Grantee has ceased to conform to the requirements of this paragraph or that the continued support of Grantee is not in the best interest of Grantor, Grantor will notify Grantee of such determination. In such event, the Grantor will not be obligated to continue to fund the Aggregate Amount and Grantee will immediately return all remaining portions of the Aggregate Amount.

18. Merger

a. Grantee shall provide to Grantor as much prior notification as possible of Grantee's intent to merge with another entity. Such prior notice shall include a timeline for completion of the merger.

b. If Grantee merges with another entity, Grantor shall have the right to discontinue funding under this Agreement. Grantor may, however, at its sole discretion, agree to continue such funding.

c. Should Grantor agree to continue funding after the merger of Grantee with another entity, Grantee or its successor in merger shall be required, upon completion of such merger, to sign a new agreement and to provide all merger documents, formation documents, documents governing the new entity and board, manager or member lists for the organizational entity that results from the merger.

19. Change of Status

Grantee acknowledges that accountability to contributors is a fundamental principle of Grantor. Notwithstanding anything to the contrary contained herein, if Grantee ceases to qualify as a 501(c)(3) organization or to meet any of Specific Grant Requirements, Grantor may either (a) withhold any and all funds until Grantee has restored or remedied its tax-exempt and eligibility status or (b) terminate this Agreement immediately upon notice to Grantee.

20. Notices

All notices given or required hereunder shall be in writing and shall be sufficiently given if delivered personally, by prepaid United States first class mail, by a recognized overnight delivery service or by fax or other electronic means directed as follows:

If to Grantor:

United Way for Greater Austin
2000 E. MLK Jr. Blvd.
Austin, Texas 78702-1340
Attention: Sue Carpenter
Telephone: 512.382.8621
Facsimile: 512.482.8309
sue.carpenter@uwatx.org

If to Grantee:

Agency Name: Young Women's Christian Association Greater Austin
Agency address: 2015 S. IH35; Suite 110
Attention: Diana L. Gorham
Title: Executive Director
Telephone: (512)326-1222
Facsimile: (512)326-1395

Each such notice shall be deemed to have been received upon the earliest to occur of (a) actual delivery, (b) in the case of prepaid mail, three (3) days after being deposited in the mail addressed as stated above, (c) in the case of facsimile or other electronic delivery, on the next business day following the date of transmission and (d) in the case of overnight delivery service, two (2) days after being sent addressed as stated above. Either party may change its notice address or fax number by giving notice of such new notice address to the other party.

21. Amendments

This Agreement may be modified, supplemented or amended only by a written instrument duly executed by both Grantor and Grantee.

22. Assignment

Grantee shall not assign this Agreement or the performance or fulfillment of any Specific Grant Requirements to any third party without the prior written consent of Grantor, which consent may be withheld in Grantor's sole discretion.

23. Grant Manager

a. Grantor shall designate a representative (the "***Grant Manager***") to work with the Grantee to accomplish the objectives and abide by the terms and conditions of this Agreement. Grantee shall continually report directly to the Grant Manager with the status of the Specific Grant Requirements and shall submit all reports required under this Agreement directly to the Grant Manager.

b. Grantor hereby designates **Sue Carpenter** as the Grant Manager. The Grant Manager may be reached by telephone at **512.382.8608** or by email at **sue.carpenter@uwatx.org**.

24. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie in Travis County, Texas.

25. Attachments

The attachments hereto are an integral part of this Agreement and are incorporated herein by reference as if fully set forth herein.

26. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.


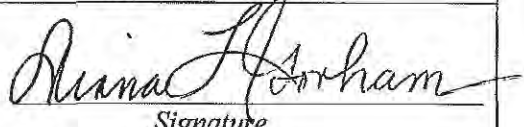
27. Best Practices

The relationship between Grantor and Grantee is predicated upon mutual respect. Both parties shall extend common professional courtesies to one another, such as timely responses to requests, open communication, and cooperation. Grantor will make its best efforts to communicate expectations of Grantee and provide feedback, on a quarterly basis, at minimum, along with an improvement or corrective action plan, if necessary.

Grantor and Grantee shall each promote a positive public image of the other in media, public speaking and other public relations efforts. Grantee and Grantor shall each refrain from publicly criticizing or making negative comments regarding the other's staff, volunteers or activities. This prohibition does not apply to Grantor's confidential evaluative discussions about any program that it funds, or to any good faith report made in accordance with Grantor's ethics policy.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this Agreement as of the date first above written.

UNITED WAY FOR GREATER AUSTIN	YOUNG WOMEN'S CHRISTIAN ASSOCIATION GREATER AUSTIN
BY:  Signature <u>Debbie Bresette</u>	BY:  Signature <u>Diana L Gorham</u> Print Name
TITLE: President DATE: <u>8/2/13</u>	TITLE: <u>Executive Director</u> DATE: <u>7/25/13</u> Federal Tax ID#: <u>74-6053497</u>

Attachments: (A) Specific Grant Requirements
(B) Inclusiveness Policy

Attachment A

SPECIFIC GRANT REQUIREMENTS

REPORTING

Community Investment Grant funding for the contracting period of July 1, 2013 to June 30, 2014, is awarded for the focus area(s), strategy(ies), and program(s) identified below:

Success By 6: Mental Health Support Groups

Program Name(s): YW Counseling & Referral Center

Program description: Because research shows that teachers receiving mental health consultation are less likely to leave the profession and more likely to support the optimal development of young children, the YWCA will expand the current mental health support group model offered monthly at targeted child care centers in Travis County during nap time.

Scope of Work: Services will be delivered in at least 2 local, high-needs centers identified by UWATX by trained early childhood specialists or mental health professionals. Services are offered at no cost and on-site so transportation is not a barrier to services. YWCA will coordinate their services with the other UWATX funded SELC partners so that centers receive intensive, non-duplicative services targeted to their staff and enrolled families' needs.

Grants will be assessed on meeting programmatic requirements as well as other requirements contained in this Agreement. Grantee will report on the following:

CIG Partner Guidelines Checklist

Grantees should adhere to all requirements contained in this Agreement. A checklist is available through CTK.

Success Story

Success stories are required at mid-year and year-end. Grantee should provide a success story about working as part of a collaborative in addition to a success story about a client of the funded program.

Funds Leveraged

Information on funds leveraged is required at mid-year and year-end. Grantee should provide a brief narrative on how the Community Investment Grant helped leverage additional funding.

Client Demographics/Geographics

Client demographic and geographic data is required at year-end. Grantee should report on demographic/geographic program data for clients served by the Community Investment Grant in the following categories:

- Gender
- Ethnicity
- Race
- Age
- Zip Code
- County

– Income Status

Significant Program Changes

Grantees should report on changes affecting the program, such as staffing, funding, or other factors impacting service delivery.

Program Data

Quarterly reporting on program data is required. United Way will review grantee progress against mutually agreed upon targets as listed below. Targets are based on services performed using CIG funding and were determined based on cost per client and funding level. Grantees will also be required to report on overall program outputs, which will be used for informational purposes only. Please note that performance measures are subject to negotiation and change as mutually decided upon between the grantor and grantee.

SB6– Mental Health Support Groups: YW Counseling and Referral Center					
Performance Measure	Q1 Target	Q2 Target	Q3 Target	Q4 Target	Annual minimum Target
# of SB6 collaboration meetings attended	1	2	3	4*	4*
# of consultants or administrators who have completed Touchpoints training at any time within the past 4 years				1	1
# of on-site service delivery hours – Faith	35	70*	105*	140*	140
# of on-site service delivery hours – El Buen	35	70*	105*	140*	140
# of on-site service delivery hours – Center 3 (if added during the year)					
# of DECA observation forms completed by teachers – Faith	*			*	All preschool age children in centers
# of DECA observation forms completed by teachers – El Buen	*			*	All preschool age children in centers
# of DECA observation forms completed by teachers – Center 3 (if added during the year)	*			*	
# of preschool classrooms in Center 1 (Faith) using the 2 nd Step Curriculum at least 2 times weekly.		1	1*	1*	1*
# of preschool classrooms in Center 2 (El Buen) using the 2 nd Step Curriculum at least 2 times weekly.		2	2*	2*	2*
# of child expulsions at Center 1					

# of child expulsions at Center 2					
# of child expulsions at Center 3					
Teacher turnover rate of teachers in Center 1 (calculation: the # of teachers who replaced a teacher who was there at the beginning of service delivery / the # of teachers working at the center at the beginning of service delivery.)				*	Reported annually
Teacher turnover rate of teachers in Center 2				*	
Teacher turnover rate of teachers in Center 3					
# of teachers, parents, or administrative staff counseled in response to referrals from SELC partners				10*	10*
# of hours of counseling services provided to adults in participating centers				60*	60*
<u>Quarter 1:</u> Pre-test (de-identified)– DECA <u>Quarter 2:</u> Consultant report (using form provided by UWATX) that describes challenges the centers face, obstacles to delivery of service, early successes <u>Quarter 4:</u> Post-test (de-identified) – DECA					

***cumulative numbers**

COMMUNITY INVESTMENT GRANT AMOUNT AND INSTALLMENT SCHEDULE

The Community Investment Grant shall consist of funding in the aggregate amount of **\$45,000**. Such amount shall, subject to the conditions and upon the terms of this Agreement, be paid by Grantor to Grantee in installments by Electronic Transfer Funds according to a schedule to be jointly determined. All installments, except the initial installment, may be paid upon receipt and acceptance of the reports required under this Agreement.

REPORTING SCHEDULE

Grantee shall submit quarterly reports as detailed herein. Reports and other submissions should be provided through Grantor's Community TechKnowledge (CTK) Online Data Manager according to the schedule outlined in the table below.

In addition, Grantee shall keep Grantor informed regarding issues affecting program delivery, organizational financial stability, or significant changes in executive management and/or Board governance. Annual organizational financial audits, management letters (when applicable) and any other documents described in Section 16 of the Agreement shall be submitted to Grantor five (5) months following the close of Grantee's fiscal year, or within such other time periods as stipulated in Section 16.

Due Date	Period Covered	Report Description
October 15, 2013	Quarter 1: July 1, 2013 – September 30, 2013	Program data Significant program changes if applicable.
January 15, 2014	Quarter 2: October 1, 2013 – December 31, 2013	Program data Success stories Funds leveraged Significant program, changes if applicable. Board Roster
April 15, 2014	Quarter 3: January 1, 2014 – March 31, 2014	Program data Significant program changes, if applicable.
July 15, 2014	Year-end: July 1, 2013 – June 30, 2014	Program data Success stories Funds leveraged Client demographics and geographics Significant program changes, if applicable. Board Roster

Attachment B



INCLUSIVENESS POLICY

Our Vision

United Way believes that we are one community with many parts, a community that is stronger when we draw upon the insight, energy, talent and economic resources of all parts of our community for the benefit of the whole. We will work to foster a climate of openness, inclusion, and respect, and to draw upon the energy that results from the elimination of barriers and from real personal and organizational growth.

Notwithstanding lofty visions, policies and goals, we recognize that neither our organization nor any other has eliminated prejudice and other barriers to the community we seek, and that real work, change and growth are necessary in our organization and in those with which we partner. We believe in the value of honest dialogue, and are committed to act.

This policy statement will guide our work to promote positive change in our United Way and in our community.

Staff and Volunteers

We will seek out, include, respect and make welcome people from every part of our community as employees and as volunteers. We will provide employment, advancement and volunteer opportunities without excluding anyone on the basis of race, color, religion, gender, ethnicity, national origin, age, disability or sexual orientation, or any other factor not relevant to a person's ability to contribute to our organization.

Partnerships with Agencies

We will direct community fund dollars to agencies that:

1. share our view of collaborative and inclusive service to the entire community, without excluding anyone on the basis of race, color, religion, gender, ethnicity, national origin, age, disability, sexual orientation, or any other factor not relevant to a person's eligibility for service or ability to contribute, and
2. have proven themselves to be effective in addressing critical health and human service needs.

These agencies will be our partner agencies. We recognize that both faith-based and secular organizations play a vital role in providing services to our community, and we will continue to fund and partner with both types of organizations.

We recognize that some partner agencies may legitimately target their services to defined segments of our community most in need of service, and we will use common sense in evaluating each agency's service focus. Within that target client base, services must be open to participation by all in our community. We respect the work and expertise of our partners and will support their efforts in every way we can.

Pledge to Our Community

We will provide our services to the entire community, and will seek opportunities to build community through dialogue and positive interaction among groups and individuals. We will hold ourselves and our partnerships accountable to this value.

Approved by the United Way for Greater Austin Board of Directors, March 20, 2002

**AGREEMENT BETWEEN THE CITY OF AUSTIN
AND
YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF GREATER AUSTIN
FOR SERVICES PROVIDED UNDER
CDBG CFDA # 14.218**

This Agreement ("Agreement") is made by and between the **City of Austin** ("City"), a home-rule municipality incorporated by the State of Texas and **Young Women's Christian Association of Greater Austin** ("Subrecipient"), having offices at: 2015 South IH35, Suite 110, Austin, Texas 78741.

WHEREAS, City has received and is responsible for administration of grant funds made available through the United States Department of Housing and Urban Development ("HUD") and authorized by Title I of the Housing and Community Development Act of 1974 ("CFDA #14.218"), as amended;

WHEREAS, City of Austin, Neighborhood Housing and Community Development ("NHCD") is City's designated administrator for certain HUD grants governed by regulations codified under 24 Code of Federal Regulations ("CFR"); and

WHEREAS, this Agreement and the purposes set forth hereunder shall be interpreted in accordance with 24 CFR Part 570, Subpart C.

WHEREAS, City desires to contract for the services described herein and to assist Subrecipient with the funding for said services and the associated program;

WHEREAS, Subrecipient has agreed to perform its obligations under this Agreement for the benefit of City.

NOW THEREFORE, the parties hereto, for and in consideration of these promises and mutual obligations herein undertaken, do hereby agree as follows:

SECTION 1 PURPOSE OF AGREEMENT

City agrees to contract with Subrecipient and Subrecipient agrees to provide, oversee, administer, and carry out all of the activities and work described in this Agreement. Subrecipient agrees that with respect to any amounts funded under this Agreement the activities and work described in the Statement of Work ("SOW"), as set forth in Exhibit A.1 of this Agreement. Exhibit A.1 sets forth the activities and work to be performed by Subrecipient under this Agreement ("Project").

SECTION 2 TERM AND TERMINATION

2.1 **Term.** This Agreement shall commence on **October 1, 2013** and terminate on **September 30, 2014**.

2.2 **Holdover.** Upon expiration of the initial term or period of extension, Subrecipient agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

- 2.3 **Right To Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
- 2.4 **Default.** Subrecipient shall be in default under the Agreement if Subrecipient (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under Section 2.3 above, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in any report or deliverable required to be submitted by Subrecipient to the City.
- 2.5 **Termination For Cause.** In the event of a default by Subrecipient, City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless Subrecipient, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to City's reasonable satisfaction that such default does not, in fact, exist. City may place Subrecipient on probation for a specified period of time within which Subrecipient must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If City determines Subrecipient has failed to perform satisfactorily during the probation period, City may proceed with suspension. In the event of a default by Subrecipient, City may suspend or debar Subrecipient in accordance with the City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors and remove Subrecipient from the City's vendor list for up to five (5) years and any offer submitted by Subrecipient may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by City as a result of Subrecipient's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.
- 2.6 **Termination Without Cause.** City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, Subrecipient shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. City shall pay Subrecipient, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 2.7 **Fraud.** Fraudulent statements by Subrecipient in any report or deliverable required to be submitted by Subrecipient to City shall be grounds for the termination of the Agreement for cause by City and may result in legal action. Notwithstanding anything in this Section to the contrary, in the event City has reason to believe that criminal fraud or such other criminal activity is occurring or has occurred in connection with this Agreement, Subrecipient shall make available to City or applicable funding agency, at a time designed by City, its records, books, documents and other evidence pertinent to the costs, expenses and activities of this Agreement.

SECTION 3 LEGAL AUTHORITY

- 3.1 Subrecipient represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.
- 3.2 The person(s) executing this Agreement on behalf of Subrecipient represents and warrants that they have been fully authorized by Subrecipient to execute this Agreement on its behalf and to legally bind Subrecipient to all the terms, performances and provisions of this Agreement.
- 3.3 City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either Subrecipient or of the person signing this Agreement to enter into this Agreement. Subrecipient is liable to City for any money it has received from City for performance of the provisions of this Agreement, if City has suspended or terminated this Agreement for the reasons enumerated in this Section 3.

SECTION 4 PERFORMANCE AND COMPLIANCE WITH ALL LAWS

- 4.1 Subrecipient agrees to perform the Project and to produce reports as required in Section 12.2 of this Agreement until completion of the Project in accordance with the terms and conditions of this Agreement.
- 4.2 In the event any conflict should arise between the terms of Subrecipient's proposal for the Project as filed with City and this Agreement, the Agreement shall prevail.
- 4.3 It is expressly understood that Subrecipient's performance shall be in material compliance with all federal, state, and local laws, regulations and authorities and that any changes in applicable laws, regulations, or authorities are automatically incorporated herein without specific reference. Without limiting the foregoing and to the extent applicable, Subrecipient agrees to use the funds provided hereunder in strict compliance with the Project requirements which in no way is meant to constitute a complete compilation of all duties imposed upon Subrecipient by law or administrative ruling or to narrow the standards which Subrecipient must follow. Subrecipient shall promptly refund any funds not expended in accordance with federal laws or this Agreement. Further, Subrecipient agrees and understands that all direct contact with HUD over any matter related to the Project under this Agreement shall be made solely by City unless written consent is provided by City to Subrecipient.

SECTION 5 LIABILITY FOR PAYMENT

- 5.1 Notwithstanding any other provision of this Agreement, City's total liability for payment of funds to Subrecipient under this Agreement shall not exceed **TWO HUNDRED EIGHTY THREE TWO HUNDRED SEVENTY TWO THOUSAND DOLLARS AND NO/100 (283,272.00)** of CDBG funds.

- 5.2 It is expressly understood that City is under no obligation to pay any charges to Subrecipient, which do not result directly from the performance of the Project and are not undertaken at City's written request.
- 5.3 City's liability for payment is based solely upon acceptance of Subrecipient's work as satisfactory and complete, as defined by City, which acceptance will not be unreasonably withheld.
- 5.4 Any indirect costs charged must be consistent with the conditions of this Agreement. In addition, City may require a more detailed budget breakdown than the one contained in Attachment 1, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by City. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.
- 5.4.1 Method of Compensation. With the submission of original monthly bills together with proper support documentation, for the services described in this Agreement, the Subrecipient will be reimbursed on a monthly basis according to the schedule in Attachment 1.
- 5.4.2 For indirect services. A *pro rata* share of the Subrecipient's allowable monthly expenses for the provision of services as supported by a cost allocation plan prepared in accordance with OMB Circular A-122. FTE slots may be used as the allocation basis for the plan if it can be shown that this basis provides for an equitable distribution of the indirect costs.
- 5.4.3 For direct services. The actual direct costs incurred by the Subrecipient for the provision of services provided to low- and moderate-income families during the month.
- 5.5 In the event initial reports as required to be submitted by Subrecipient pursuant to the SOW and budget are deemed by City to be incomplete or unsatisfactory, Subrecipient agrees to make such revisions or changes as may be required by City and at no additional cost to City.

SECTION 6 MEASURE OF LIABILITY AND PAYMENTS

- 6.1 In consideration of full and satisfactory performance of services hereunder by Subrecipient, City shall make payments to Subrecipient in accordance with the method of payment described in Section 8 based on the budget set forth in Exhibit A.1, subject to the limitations and provisions set forth in this Agreement.
- 6.2 The City may withhold or set off the entire payment or part of any payment otherwise due Subrecipient to such extent as may be necessary due to:
- 6.2.1 delivery of defective or non-conforming deliverables by Subrecipient;
- 6.2.2 third party claims, which are not covered by the insurance which Subrecipient is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

- 6.2.3 failure of Subrecipient to pay subcontractors ("Subcontractors"), or for labor, materials or equipment;
 - 6.2.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by Subrecipient;
 - 6.2.5 reasonable evidence that Subrecipient's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - 6.2.6 failure of Subrecipient to submit proper invoices with all required attachments and supporting documentation; or
 - 6.2.7 failure of Subrecipient to comply with any material provision of the Agreement, its exhibits, and documents incorporated by reference into this Agreement.
- 6.3 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to City for taxes, and of §2-8-3 of the Austin City Code of 1992, as amended, concerning the right of the City to offset indebtedness owed City.
- 6.4 The City's payment obligations are payable only and solely from funds appropriated and available for the purpose of this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to Subrecipient. The City shall provide the Subrecipient written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.
- 6.5 It is expressly understood and agreed by the parties hereto that City's obligations under this Section 6 are contingent upon the actual receipt of adequate funds to meet City's liabilities under this Agreement. If adequate funds are not available to make payments under this Agreement, City shall notify Subrecipient in writing within a reasonable time, not to exceed thirty (30) calendar days, after such fact has been determined. City may, at its option, either reduce the amount of its liability, as specified in Section 5.1, or terminate this Agreement. If funds eligible for use for purposes of this Agreement are not granted to City or are reduced, City shall not be liable for further payments due to Subrecipient under this Agreement.
- 6.6 City is not liable for the payment of any cost or portion thereof with respect to the Project which:
- 6.6.1 has been paid, reimbursed or is subject to payment or reimbursement, from any other source other than Subrecipient's own funds;
 - 6.6.2 was incurred prior to the beginning date or after the ending date specified in Section 2.1, unless specifically authorized in writing by City;

- 6.6.3 is not incurred in strict accordance with the terms of this Agreement including all exhibits attached hereto;
- 6.6.4 has not been billed to City on or before the earlier of (a) sixty (60) calendar days following billing to Subrecipient by its subcontractors or other third parties, or (b) termination of this Agreement;
- 6.6.5 is not an allowable cost identified in OMB Circular A-87 or in Section 7 of this Agreement; or
- 6.6.6 is not an eligible cost identified by local or federal regulations.
- 6.7 City is not liable for any cost or portion thereof which is incurred with respect to any activity of Subrecipient after City has requested that Subrecipient furnish data concerning such action prior to proceeding further, unless and until Subrecipient is thereafter advised by City to proceed.
- 6.8 City shall not be obligated or liable under this Agreement to any party other than Subrecipient for payment of any monies or for provision of any goods or services.
- 6.9 Upon City's approval of Project reports and deliverables, Subrecipient will submit an invoice for payment to City in accordance with the terms and conditions of this Agreement and its exhibits.
- 6.10 City shall make payment to Subrecipient within a reasonable time, not to exceed thirty (30) calendar days, following receipt of invoice, provided it is complete and accompanied by documentation as required in Section 8.4 of this Agreement. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.
- 6.11 The making and acceptance of final payment will constitute:
 - 6.11.1 a waiver of all claims by the City against Subrecipient, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of Subrecipient to comply with the Agreement or the terms of any warranty specified herein, (4) arising from Subrecipient's continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - 6.11.2 a waiver of all claims by Subrecipient against the City other than those previously asserted in writing and not yet settled.

SECTION 7 ALLOWABLE COSTS

- 7.1 Costs will be considered allowable only if incurred directly and specifically in the performance of and in compliance with this Agreement and in conformance with the standards and provisions of the SOW and budget.
- 7.2 Approval of Subrecipient's budget does not constitute prior written approval even though certain items may appear therein. City's prior written authorization is required in order for the following to be considered allowable costs:
 - 7.2.1 Any subcontract in an amount greater than \$1,000;
 - 7.2.2 Out of town travel, meals, and lodging in an amount greater than \$500.00;
 - 7.2.3 Alteration or relocation of the facilities on and in which the activities specified in the SOW and budget are conducted;
 - 7.2.4 Any alterations, deletions or additions to the personnel and operations schedule incorporated in the budget and/or cost allocation plan;
 - 7.2.5 Costs or fees for temporary employees or services in an amount greater than \$1,000;
 - 7.2.6 Any fees or payments for consultant services in an amount greater than \$1,000; and
 - 7.2.7 Fees for attending out of town meetings, seminars or conferences, in an amount greater than \$500.00.
- 7.3 Requests for prior approval are Subrecipient's responsibility and should be made within sufficient time to permit a thorough review by City. Any procurement or purchase which may be approved in writing by City under the terms of this Agreement must be conducted in its entirety in accordance with the provisions of this Agreement, its exhibits and the procurement policies of the City. Such written approval must be received by Subrecipient prior to the commencement of procurement or purchase.
- 7.4 All travel, lodging, and per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Subrecipient under the terms of the Agreement will be reviewed against the City's Travel Policy and the current United States General Services Administration domestic per diem rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the City's Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or other regulation.

SECTION 8 PAYMENTS TO SUBRECIPIENT

- 8.1 The Subrecipient must maintain a separate numbered bank account for the receipt and disbursement of all funds received under this Agreement and any Project income resulting there from. The Subrecipient further agrees that:
- 8.1.1 Such account shall contain only the funds received pursuant to this Agreement and that no other funds shall be mingled with funds in such account, except funds deemed to be Project income as defined. Subrecipient shall support all checks and withdrawals from said account with itemized documentation of costs under this Agreement.
 - 8.1.2 Such account shall be a joint account with the City having the right at any time to enforce its right to recapture any funds in the account without any notice or other obligation to Subrecipient.
 - 8.1.3 Upon the Subrecipient's written request, and solely within the discretion of City, an alternative accounting mechanism may be permitted, provided such alternative adheres at all times to generally accepted accounting principles.
- 8.2 City shall have the authority to place a lien upon any balance in said account paramount to all other liens, which lien shall secure the repayment of any advance payment made hereunder. Subrecipient agrees to execute any and all security agreements and other documents that City determines necessary to evidence said lien.
- 8.3 Said account shall be maintained, under conditions approved by City, in a financial institution, with federal deposit insurance coverage and the balance, if any, exceeding the federal deposit insurance coverage shall be collaterally secured.
- 8.4 Method of Payment
- 8.4.1 Each month Subrecipient shall submit an invoice to City. The invoice shall be hand delivered or mailed to City and received no later than the tenth (10th) calendar day of the month, for services provided in the prior month. Subrecipient shall include with the invoice:
 - 8.4.1.1 cash disbursements and receipts journal;
 - 8.4.1.2 bank reconciliations for all bank accounts described in Section 8 of this Agreement;
 - 8.4.1.3 invoices that support all Project expenditures, as well as employee time sheets and payroll registers as described in attached exhibits; and
 - 8.4.1.4 Project income required to be reported monthly to City.
 - 8.4.2 Subrecipient shall submit as part of the invoice and attachments, in such form as required by City, timesheets for any Subrecipient employee, any affidavits of all bills paid or such other affidavits or reports as may be reasonably required by City to document City liabilities under this Agreement.

- 8.4.3 Upon receipt of and approval by City of each accurate and complete invoice and attachments, City shall pay Subrecipient per Section 6.10 an amount equal to City liabilities which have not been previously billed to and subsequently paid by City. However, delinquent billing to City by Subrecipient shall justify delay of payment by City.
- 8.4.4 Subrecipient's financial management system shall provide for an adequate procedure to minimize the time elapsed between City's payment to Subrecipient and Subrecipient's disbursement of funds.
- 8.5 Excess Payment. Subrecipient shall refund to City within thirty (30) calendar days of City's written request, any sum of money which has been paid by City and which City at any time thereafter determines:
- 8.5.1 has resulted in overpayment to Subrecipient; or
- 8.5.2 has not been spent strictly in accordance with the terms of this Agreement; or
- 8.5.3 is not supported by adequate documentation to fully justify the expenditure.
- 8.6 Disallowed Costs.
- 8.6.1 Upon termination of this Agreement for any reason, should any expense or charge for which payment has been made be subsequently disallowed or disapproved as a result of any auditing or monitoring by City or applicable funding agency, Subrecipient will refund such amount to City within thirty (30) calendar days of written notice to Subrecipient specifying the amount disallowed. In the event a refund is not made by Subrecipient to City within such period, City shall take other action as is permitted under this Agreement.
- 8.6.2 Refunds of disallowed costs may not be made from any other funds received from or through City.
- 8.7 Deobligation of Funds. In the event that actual expenditure rates deviate from Subrecipient's provision of a corresponding level of performance, as specified in the SOW and budget, City hereby reserves the right to reappropriate or recapture any such under-expended funds.
- 8.8 Agreement Closeout. The Agreement closeout package, together with final expenditure report, for the time period covered by the last invoice requesting a drawdown of funds under this Agreement, shall be submitted by Subrecipient to City within ten (10) calendar days following the close of the term of this Agreement, using the format as provided to Subrecipient by City.

SECTION 9 SUBRECIPIENT OBLIGATIONS AND RESPONSIBILITIES

- 9.1 Subrecipient hereby accepts responsibility for the performance of all services contracted hereunder. City will consider Subrecipient's executive officer to be Subrecipient's representative responsible for the management of all contractual matters pertaining hereto, unless written notification is received to the contrary, from Subrecipient.

- 9.2 Subrecipient acknowledges that City is the contract administrator of this Agreement and responsible for the administration of this Agreement.
- 9.3 All communications between City and Subrecipient with regard to contractual matters will be directed through City Contract Representative and Subrecipient Contract Representative.
- 9.4 Subrecipient shall promptly and completely file all tax returns which are required and has paid or made provision for the payment of all taxes which have or may become due pursuant to said returns or pursuant to any assessments received by Subrecipient. Subrecipient covenants that no tax liability has been asserted against Subrecipient by the Internal Revenue Service or any other taxing authority for taxes in excess of those already paid and Subrecipient knows of no basis for any such deficiency assessment.
- 9.5 City and any authorized agent shall have the right, at all reasonable hours and without causing any unreasonable interruption to the operations of Subrecipient and its subcontractors, to inspect, monitor, and audit all books, accounts, reports, files, records, contracts, and all other papers or property relating to the business of Subrecipient and its subcontractors or the use of Project amounts. In addition, City may obtain such audited financial statements from Subrecipient and its subcontractors as the City may require in its sole discretion, including but not limited to an annual year-end statement and semiannual statements during the term of this Agreement. Such statements shall be provided to City directly by the auditor. The Subrecipient shall include Section 9.5 above in all subcontractor agreements entered into in connection with this Agreement.

SECTION 10 OWNERSHIP OF PROPERTY

Title of all notes receivable, capital acquisitions, supplies, materials or any other property costing \$1,000.00 or more purchased with funds received under this Agreement and in accordance with the provisions of this Agreement, is vested with Subrecipient and possession of such property shall, upon termination of this Agreement, revert to City unless otherwise provided for by City in writing. Subrecipient further agrees that upon expiration, the Subrecipient shall transfer to the City any funds on hand at the time of Agreement expiration, and any accounts receivable attributable to the use of these funds, as well as any real property under the Subrecipient's control that was acquired or improved in whole or in part with these funds in excess of \$25,000. It is understood by Subrecipient that City shall retain a first lien position on any and all real property purchased with funds under this Agreement, unless otherwise provided for by City. Subrecipient shall take all necessary and reasonable steps to ensure the City a first lien position. Written notification must be given to City within thirty (30) calendar days of delivery of non-expendable property in order for City to effect identification and recording for inventory purposes. Subrecipient shall maintain adequate accountability and control over such property, shall maintain adequate property records and perform an annual physical inventory.

SECTION 11 PROJECT INCOME

- 11.1 For the purposes of this Agreement, Project income includes, but is not limited to, earnings of the Subrecipient realized from activities undertaken in accordance with this Agreement or from Subrecipient's management of funding provided or received hereunder. Such earnings include, but are not limited to, income from interest, usage or rental fees, income produced from Agreement-supported services of individuals or employees or from the use of

equipment or facilities of Subrecipient provided as a result of this Agreement, payments from clients or third parties for services rendered by Subrecipient under this Agreement.

- 11.2 Subrecipient shall be allowed to keep all Project income generated under this Agreement, unless subrecipient fails to abide by the following:
 - 11.2.1 Subrecipient shall report all Project income received on a monthly basis;
 - 11.2.2 Subrecipient shall show all Project income received as part of any invoice;
 - 11.2.3 Subrecipient shall reduce the amount requested under its invoice by the amount of the Project income received; and
 - 11.2.4 Subrecipient shall spend such Project income prior to expending any other amounts received pursuant to this Agreement, and all program income shall be spent in accordance with this Agreement, the SOW, and the budget.
- 11.3 Records of the receipt and disposition of Project income must be maintained by Subrecipient in the same manner as required for other Agreement funds, and reported to the City in the format prescribed by the City. The City shall deposit in its Project income account all Project funds remitted by the Subrecipient, and may use the funds for any eligible activity funded within this Agreement.
- 11.4 It is the Subrecipient's responsibility to obtain from the City a prior written determination as to whether or not income arising directly from this Agreement, or the performance of any obligations under this Agreement, is Project income. The City has final authority to make a determination as to whether such income is Project income or not. The Subrecipient is responsible to the City for the repayment of any and all amounts as determined by the City to be Project income unless otherwise approved in writing by the City.
- 11.5 Subrecipient shall include Section 11 in its entirety in all of its subcontracts which involve other income-producing services or activities.

SECTION 12 REPORTS, MEETINGS AND INFORMATION

- 12.1 At such times and in such form as City may require, and upon reasonable advance notice, Subrecipient shall furnish such statements, records, reports, data and information, as City may request and deem pertinent to matters covered by this Agreement. Subrecipient shall provide City with a proposed annual budget, and any proposed amendments to the annual budget, at least thirty (30) calendar days before adoption by Subrecipient, and any City comments received by Subrecipient shall be taken into account in adopting the final annual budget or amendments to the final annual budget. Subrecipient shall be solely responsible for its annual budget and any amendments to it; provided, City must finally approve, in writing, any budget amounts which involve this Agreement. City shall act reasonably in approving or disapproving Subrecipient's budget. Within fifteen (15) calendar days following final adoption of the annual budget or any amendments to the final annual budget, Subrecipient shall provide City a copy of the annual budget or the amendments, as appropriate.

- 12.2 Monthly performance reports and other reports are incorporated herein for all purposes and shall be submitted to City by Subrecipient for periods ending on the last day of each month, no later than ten (10) calendar days after the end of each required monthly reporting period. Subrecipient agrees to gather information and data relative to all programmatic and financial reporting as of the beginning date specified in Section 2, and shall make available to City the following original information and material for the applicable monthly period:
- 12.2.1 documents that support all procurements;
 - 12.2.2 subcontracts entered into;
 - 12.2.3 proof of insurance on any property acquired; and
 - 12.2.4 any additional information or material City may reasonably request concerning this Agreement.
- 12.3 Subrecipient shall maintain adequate accountability and control over such property, shall maintain adequate property records in a form acceptable to City, and shall perform a physical inventory upon written request from the City during the term of this Agreement.
- 12.4 City may require Subrecipient to schedule and to participate in periodic monitoring meetings with City.

SECTION 13 AUDIT

In the event Subrecipient receives combined receipts of federal financial assistance and outstanding federal direct, guaranteed or insured loan balances totaling \$500,000 or more for any one-year period, Subrecipient agrees to submit to City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with 24 CFR, Part 44, OMB Circular A-133, the Single Audit Act of 1984, and the Standards for Audit of overnmental Organizations, Programs, Activities, and Functions covering Subrecipient's fiscal year until the end of the term of this Agreement.

- 13.1 Subrecipient shall contract with an independent auditor utilizing a letter of engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.
- 13.2 City will provide Subrecipient with a copy of OMB Circular A-133, and Subrecipient shall make available to the auditor a copy of OMB Circular A-133 prior to the beginning of said audit. Prior to the start of the audit, a letter of engagement between Subrecipient and the auditor which details the services to be provided, including the audit requirements of this Section 13, must be signed. One copy of a complete financial audit and the auditor's opinion and management letters must be provided to City directly from the auditor within one hundred eighty (180) calendar days of the end of Subrecipient's fiscal year, unless alternative arrangements are approved in writing by City.
- 13.3 Subrecipient must provide City with annual audits until this Agreement is terminated, unless waived by City.

- 13.4 The expiration or termination of this Agreement shall in no way relieve Subrecipient of the accomplishment of the above audit requirements in the manner set forth herein.
- 13.5 The costs of audits made in accordance with this Section 13 are allowable charges. These charges can be treated as either a direct cost or an allocated indirect cost. In regard to the latter, the percentage of costs generally charged to federal assistance programs for a single organization wide audit may not exceed the percentage that the Subrecipient's federal funds represent of total funds expended by the entity during the applicable year. The percentage may be exceeded, however, if appropriate documentation demonstrates higher actual costs.

SECTION 14 CONFIDENTIALITY

In order to complete the obligations of this Agreement, each party may require access to certain confidential information of the other party (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which either party or its licensors consider confidential) (collectively, "Confidential Information") of the disclosing party or its licensors'. Each party acknowledges and agrees that the Confidential Information is the valuable property of the other party and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the disclosing party and/or its licensors. Each party (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the other party or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the receiving party promptly notifies the disclosing party before disclosing such information so as to permit the disclosing party reasonable time to seek an appropriate protective order. Each party agrees to use protective measures no less stringent than a party uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

SECTION 15 MONITORING AND EVALUATION

- 15.1 City and/or applicable funding agency shall monitor Subrecipient's performance under this Agreement.
- 15.2 Subrecipient agrees that City or applicable funding agency shall have the right, at all reasonable hours and without causing any unreasonable interruption to the operations of Subrecipient, to carry out monitoring and evaluation activities to ensure adherence by Subrecipient to the SOW and the provisions of this Agreement, and to ensure that the use of any amounts paid to Subrecipient under this Agreement are for eligible purposes in accordance with the requirements, including the right to inspect and audit all books, accounts, reports, files, records, contracts, and all other papers relating to the Project.
- 15.3 Subrecipient agrees to cooperate with City or applicable funding agency in the development, implementation and maintenance of record-keeping systems and to provide data reasonably determined by City or applicable funding agency to be necessary for City or applicable funding agency to effectively fulfill its monitoring and evaluation responsibilities.

- 15.4 After each monitoring visit, City shall provide Subrecipient with a written report of monitoring findings. For any cost that City or applicable funding agency identifies as questionable in City's written report, Subrecipient agrees it shall, within a reasonable time period mutually agreed upon by the parties to this Agreement, provide a response and any requested documentation.
- 15.5 In the event City or applicable funding agency is not satisfied with Subrecipient's written response and disallows the cost, City may request Subrecipient to refund the amount of the cost. In such case the provisions regarding payment of disallowed cost set forth in Section 8.6 shall govern.
- 15.6 Copies of any monitoring or audit reports by any of Subrecipient's funding or regulatory bodies will, within fifteen (15) calendar days of receipt by Subrecipient be submitted to City. In addition to the audit required by this Agreement, Subrecipient shall provide within fifteen (15) calendar days of receipt by Subrecipient to City such additional audited management letters or financial statements.
- 15.7 Subrecipient agrees to schedule periodic reviews with City of its performance of this Agreement and of financial and operational records.

SECTION 16 DIRECTOR'S MEETINGS

Subrecipient shall inform City of the dates and times of meetings of its board of directors. Such notice shall be delivered to City in a timely manner to give adequate notice and shall also include an agenda and a brief description of the matters to be discussed. Minutes of meetings of Subrecipient's governing body shall be submitted to City within fifteen (15) calendar days of the meeting date. If Subrecipient utilizes advisory board(s), notices of meetings and formal minutes of advisory board meetings shall be kept and shall remain on file with Subrecipient for City's inspection.

SECTION 17 PERSONNEL POLICIES

In the event the number of full-time employees of Subrecipient equals five (5) or more, personnel policies shall be established by Subrecipient in writing and shall be provided to City upon execution of the Agreement. Such personnel policies, taken as a whole, shall be no more liberal than the City's personnel policies, procedures, and practices, including, without limitation, policies with respect to employment, salary and wage rates, working hours and holidays, fringe benefits (health and hospitalization, retirement, etc.), vacation and sick leave privileges, and travel.

SECTION 18 WORKFORCE

- 18.1 Subrecipient shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Agreement.
- 18.2 Subrecipient, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on the City's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

- 18.3 If the City or the City's representative notifies the Subrecipient that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Subrecipient shall immediately remove such worker from Agreement services, and may not employ such worker again on Agreement services without the City's prior written consent.

SECTION 19 SUBCONTRACTING

- 19.1 If the Subrecipient identified Subcontractors in a Minority-Owned and Women-Owned Business Enterprises ("MBE/WBE") program compliance plan or a no goals utilization plan, the Subrecipient shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the compliance plan or utilization plan as approved by the City (the "Plan"). The Subrecipient shall not initially employ any Subcontractor except as provided in the Subrecipient's Plan. The Subrecipient shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Subrecipient is additionally required to submit a monthly subcontract awards and expenditures report to the City and the purchasing office contract compliance manager no later than the tenth calendar day of each month.
- 19.2 Work performed for the Subrecipient by a Subcontractor shall be pursuant to a written contract between the Subrecipient and Subcontractor. The terms of the subcontract may not conflict with the terms of the Agreement, and shall contain provisions that:
- 19.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement.
 - 19.2.2 prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and the Subrecipient. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - 19.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Subrecipient in sufficient time to enable the Subrecipient to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;
 - 19.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Subrecipient, with the City being a named insured as its interest shall appear; and
 - 19.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Subrecipient is required to indemnify the City.

- 19.3 The Subrecipient shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Subrecipient is responsible for the Subrecipient's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- 19.4 The Subrecipient shall pay each Subcontractor its appropriate share of payments made to the Subrecipient not later than ten (10) calendar days after receipt of payment from the City. Subrecipient agrees that no subcontract placed under this Agreement shall provide for payment on a cost plus a percentage of cost basis. 19.5 All City procurements are subject to City's MBE/WBE Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides MBEs/WBEs full opportunity to participate in all City contracts.
- 19.6 City has determined that no goals are appropriate for this Agreement. **Even though no goals have been established for this Agreement, the Subrecipient is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

SECTION 20 EQUAL OPPORTUNITY

- 20.1 **Equal Employment Opportunity.** No Subrecipient or Subrecipient's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No bid submitted to City shall be considered, nor any purchase order issued, or any contract awarded by the City unless the Subrecipient has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Subrecipient shall sign and return the Non-Discrimination Certification attached hereto as Exhibit B. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Agreement and the Subrecipient's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- 20.2 In the event of Subrecipient's or its subcontractor's non-compliance with the non-discrimination requirements of this Section 20, this Agreement may be canceled, terminated, or suspended in whole or in part upon written notice by City to Subrecipient, and Subrecipient or its subcontractor may be debarred from further contracts with City and/or applicable agencies.

SECTION 21 REPRESENTATIONS AND WARRANTIES

- 21.1 Subrecipient represents and warrants that:
- 21.1.1 All information, reports and data previously or subsequently requested by City and furnished to City was complete and accurate as of the date shown on the information, data or report, and since that date have not undergone any significant change without written notice to City.
- 21.1.2 Any supporting financial statements previously requested by City, and furnished to City, were complete, accurate and fairly reflect the financial condition of

Subrecipient as of the date shown on said report, and the results of the operation for the period covered by the report, and since said date there has been no material change, adverse or otherwise, in the financial condition of Subrecipient.

- 21.1.2.1 No litigation or proceedings are presently pending or threatened against Subrecipient that prohibits Subrecipient from carrying out the provisions of this Agreement.
- 21.1.3 None of the provisions of this Agreement contravenes or is in conflict with the authority under which Subrecipient is doing business or with the provisions of any existing indenture or agreement of Subrecipient.
- 21.1.4 Subrecipient has the power to enter into this Agreement and accept payments hereunder, and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.
- 21.1.5 If Subrecipient furnished City with Subrecipient's financial statements, none of the assets of Subrecipient is subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by Subrecipient to City.
 - 21.1.5.1 Subrecipient is not in default on any obligations, covenants, or conditions contained in any bond, debenture, note, or other evidence of indebtedness or any mortgages or collateral instruments securing the same. Subrecipient also covenants that the making of this Agreement and the consummation of the transaction contemplated herein will not violate any provision of law or result in any breach or constitute a default under any agreement to which Subrecipient is presently a party, or result in the creation of any lien, charge or encumbrance upon any of its property or its assets other than as specifically may be allowed under this Agreement including without limitation City's liens and security interests.
 - 21.1.5.2 As applicable, Subrecipient shall promptly and completely file all tax returns which are required and has paid or made provision for the payment of all taxes which have or may become due pursuant to said returns or pursuant to any assessments received by Subrecipient. Subrecipient covenants that no tax liability has been asserted against Subrecipient by the Internal Revenue Service or any other taxing authority for taxes in excess of those already paid and Subrecipient knows of no basis for any such deficiency assessment.
 - 21.1.5.3 As applicable, Subrecipient shall submit to City annually paid tax receipts showing that current ad valorem taxes on the real and personal property situated therein have been paid, or an affidavit stating that no current taxes on the property are due.
 - 21.1.5.4 Subrecipient shall submit to City evidence that each insurance policy required by this Agreement is in force and effect and that all premiums have been paid.

- 21.2 Subrecipient shall use the proceeds of this Agreement only for the purposes and in the amounts stated in this Agreement and the SOW and budget.
- 21.3 Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by Subrecipient with the submission of each invoice.

SECTION 22 GRATUITIES

The City may, by written notice to Subrecipient, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by Subrecipient or any agent or representative of Subrecipient to any officer or employee of the City with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Subrecipient in providing such gratuities.

SECTION 23 INDEPENDENT CONTRACTOR

The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. Subrecipient's services shall be those of an independent contractor. Subrecipient agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.

SECTION 24 NEPOTISM

Unless approved by City, Subrecipient shall not employ in any paid capacity any person who is a member of the immediate family of 1) a person who is currently employed by City or Subrecipient; or 2) a member of City or Subrecipient's governing body. The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, sister, grandfather, grandmother, grandson, granddaughter, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, nephew, niece, first cousin, stepparent, stepchild, half-brother, and half-sister. Notwithstanding the foregoing, Subrecipient may employ such person if it obtains a written waiver from City.

SECTION 25 POLITICAL ACTIVITY

None of the performance rendered hereunder shall involve, and no portion of the funds received by the Subrecipient hereunder shall be used for, any political activity (including, but not limited to, an activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat or final content of legislation.

SECTION 26 SECTARIAN ACTIVITY

None of the performance rendered under this Agreement shall involve, and no portion of the funds received by the Subrecipient under this Agreement shall be used for, any sectarian or religious activity.

SECTION 27 NO CONTINGENT FEES

Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by Subrecipient for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Agreement without liability and to deduct from any amounts owed to Subrecipient, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 28 INDEMNITY/CLAIMS

28.1 Indemnity.

28.1.1 Definitions:

28.1.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

28.1.1.1.1 damage to or loss of the property of any person (including, but not limited to City, Subrecipient, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

28.1.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of City, Subrecipient, the Subrecipient's subcontractors, and third parties),

28.1.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

28.1.2 THE SUBRECIPIENT SHALL DEFEND (AT THE OPTION OF CITY), INDEMNIFY, AND HOLD CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF SUBRECIPIENT, OR SUBRECIPIENT'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF SUBRECIPIENT'S OBLIGATIONS UNDER THE AGREEMENT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF CITY OR THE SUBRECIPIENT (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

- 28.2 **Claims.** If any claim, demand, suit, or other action is asserted against Subrecipient which arises under or concerns the Agreement, or which could have a material adverse effect on Subrecipient's ability to perform hereunder, Subrecipient shall give written notice thereof to City within ten (10) calendar days after receipt of notice by Subrecipient. Such notice to City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

SECTION 29 RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

All reports, charts, schedules, data stored on computer disk, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material prepared or submitted to City by Subrecipient (including, without limitation, Subrecipient's independent professional associates and consultants and subcontractors shall become the property of City upon receipt, whether the Project is completed or not. Any portions of such material claimed by Subrecipient to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas overnment Code. Upon this Agreement's expiration or termination City may require any or all of these items to be delivered to City upon written notice to Subrecipient.

SECTION 30 COPYRIGHTS AND RIGHTS IN DATA

- 30.1 **Patents.** As to any patentable subject matter contained in the deliverables, the Subrecipient agrees to disclose such patentable subject matter to City. Further, if requested by the City, the Subrecipient agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- 30.2 **Copyrights.** As to any deliverables containing copyrightable subject matter, the Subrecipient agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Subrecipient for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this paragraph shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Subrecipient hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Subrecipient agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.
- 30.3 **Additional Assignments.** The Subrecipient further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths,

assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Subrecipient's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Subrecipient agrees to treat the same as Confidential Information under the terms herein.

SECTION 31 **MAINTENANCE OF RECORDS**

- 31.1 Subrecipient agrees to maintain records that will provide accurate and complete disclosure of the status of the funds received under this Agreement in accordance with OMB Circular A-128 and any other applicable federal and state regulations establishing standards for financial management. Subrecipient's record system shall contain sufficient documentation to provide support and justification for each expenditure to allow authorized persons from the City and any other entity authorized by City to determine whether the Project has been carried out in accordance with this Agreement and applicable requirements. Nothing in this Section shall be construed to relieve Subrecipient of fiscal accountability and liability under any other provision of this Agreement or any applicable law. Subrecipient shall include the substance of this provision in all subcontracts, where applicable.
- 31.2 Subrecipient agrees to retain all books, records, documents, reports and written accounting policies and procedures pertaining to the operation of programs and expenditures of funds under this Agreement for the period of time and under the conditions as specified in applicable federal or local regulations.
- 31.3 Nothing in the above subsections shall be construed to relieve Subrecipient of responsibility for retaining accurate and current records which clearly reflect the level and benefit of services provided under this Agreement sufficient for City to meet all reporting requirements. At reasonable times, mutually agreed upon by the parties to this Agreement, and as often as City may reasonably deem necessary, Subrecipient shall make available to City, or applicable funding agency, or any of their authorized representatives, at Subrecipient's regular place of business, all of its records related to all matters covered by this Agreement and shall permit City to audit, examine, make excerpts and copies of such records, and to make audits of all contracts, invoices, materials, payrolls, and other data relating to matters covered by this Agreement.

SECTION 32 **PUBLICATIONS**

All published material and written reports submitted under the Agreement must be originally developed material unless otherwise specifically provided in the Agreement. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 33 **PUBLICITY**

The Subrecipient shall not advertise or publish, without the City's prior written consent, the fact that City has entered into this Agreement, except to the extent required by law.

SECTION 34 INSURANCE

The following insurance requirements apply to this Agreement.

34.1 General Requirements

- 34.1.1 The Subrecipient shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement and during any warranty period.
- 34.1.2 The Subrecipient shall provide a certificate of insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.
- 34.1.3 The Subrecipient must also forward a certificate of insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- 34.1.4 The Subrecipient shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Subrecipient hereunder and shall not be construed to be a limitation of liability on the part of the Subrecipient.
- 34.1.5 The Subrecipient must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- 34.1.6 The Subrecipient's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the state of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- 34.1.7 All endorsements naming the City of Austin as additional insured, waivers, and notices of cancellation endorsements as well as the certificate of insurance shall contain the Subrecipient's email address, and shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

- 34.1.8 The “other” insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Subrecipient, shall be considered primary coverage as applicable.

- 34.1.9 If insurance policies are not written for amounts specified, the Subrecipient shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- 34.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- 34.1.11 City reserves the right to review the insurance requirements set forth during the effective period of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Subrecipient.
- 34.1.12 The Subrecipient shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.
- 34.1.13 The Subrecipient shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.
- 34.1.14 The Subrecipient shall endeavor to provide City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.
- 34.2 **Specific Coverage Requirements.** The Subrecipient shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Subrecipient.
- 34.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.
- 34.2.1.1 Contractual liability coverage for liability assumed under the Agreement and all other Contracts related to the project
- 34.2.1.2 Contractors/Subcontracted Work
- 34.2.1.3 Products/Completed Operations Liability for the duration of the warranty period

5.1.1.1.1 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

5.1.1.1.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

5.1.1.1.3 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

34.2.2 **Business Automobile Liability Insurance.** The Subrecipient shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

34.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage

34.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage

34.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

34.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

34.2.3.1 The Subrecipient's policy shall apply to the State of Texas

34.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

34.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

34.2.4 **Directors and Officers Insurance.** Coverage with a minimum of not less than \$250,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement. The Subrecipient shall, on at least an annual basis, provide City with a certificate of insurance as evidence of such insurance.

- 34.3 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

SECTION 35 BONDING

- 35.1 Bonds, when required, must be executed on forms furnished by or acceptable to City . Subrecipient shall furnish City proof of an adequate bond prior to the earlier of thirty (30) calendar days from the date City requested the bond or payment of any funds to Subrecipient by City under this Agreement.
- 35.2 If the surety on any bond furnished by Subrecipient is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of this Agreement, Subrecipient must substitute another bond and surety, both of which must be acceptable to City.
- 35.3 When performance bonds and/or payment bonds are required in accordance with the SOW, each bond must be issued in an amount of one hundred percent (100%) of the maximum payment liability set forth in this Agreement, as security for the faithful performance of all Subrecipient's obligations under this Agreement. Performance bonds and payment bonds must be issued by a solvent surety company authorized to do business in the State of Texas, U.S. Treasury listed, and with an A.M. Best rating of A- or better, or otherwise acceptable to City.

SECTION 36 FEE FOR SERVICES

Subrecipient shall not charge any fees in connection with this Agreement.

SECTION 37 ASSIGNMENTS

The Agreement shall be binding upon and enure to the benefit of the City and the Subrecipient and their respective successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Subrecipient without the prior written consent of the City. Any attempted assignment or delegation by the Subrecipient shall be void unless made in conformity with this paragraph. The Agreement is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

SECTION 38 CHANGES AND AMENDMENTS

The Agreement can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Subrecipient invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.

SECTION 39 NON-WAIVER OF PROVISIONS

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Subrecipient or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

SECTION 40 SURVIVAL OF AGREEMENT PROVISIONS

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement for any reason.

SECTION 41 NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State of Texas, or City contracts. By accepting a contract with the City, the Subrecipient certifies that its firm and its principals are not currently suspended or debarred from doing business with the federal government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City.

SECTION 42 SEVERABILITY OF PROVISIONS

The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

SECTION 43 DISPUTE RESOLUTION

- 43.1 If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

43.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Subrecipient agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Subrecipient will share the costs of mediation equally. Any such costs shall not be paid from federally granted funds.

SECTION 44 CHOICE OF LAW AND VENUE

The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of City to seek and secure injunctive relief from any competent authority as contemplated herein.

SECTION 45 INTERPRETATION

The Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. In the event any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, codes, laws, ordinances or regulations, City as the party ultimately responsible for matters of compliance will have the final authority to render or to secure an interpretation and Subrecipient shall not be liable for relying on such interpretation if such interpretation is in writing and is later found to be incorrect.

SECTION 46 REVERSION OF ASSETS

Upon the expiration or termination of the Agreement, Subrecipient must transfer to City any funds on hand at the time of expiration or notice of termination and any accounts receivable attributable to the use of funds.

SECTION 47 ENTIRE AGREEMENT

This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and

understandings, if any, between the parties respecting the subject matter hereof. The terms and conditions set forth in this Agreement constitute the entire agreement between the parties and any oral representations on the part of either party, its representatives or assigns, shall have no force or effect whatsoever. This Agreement shall be binding upon the parties, their successors, and assigns.

SECTION 48 **CONFLICT OF INTEREST**

- 48.1 In addition to the conflicts prohibited by Section 4.3, Subrecipient covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Subrecipient further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed as a member of its governing body.
- 48.2 Subrecipient further covenants that no member of its governing body or its staff, subcontractors or employees shall possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves, or others; particularly those with which they have family, business, or other ties.
- 48.3 No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Subrecipient shall render the Agreement voidable by the City.
- 48.4 However, in the event Subrecipient determines that exception to HUD's conflict of interest requirements is appropriate and in accordance with 24 CFR §570.611(d), Subrecipient may prepare the documentation required by this provision and transmit such material to City. Upon receipt, City may submit the request to HUD for a determination. The parties agree to accept the final HUD determination.

SECTION 49 **NOTICES**

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Subrecipient shall be addressed as follows:

Notice or communication to Subrecipient shall be directed to:
Young Women's Christian Association of Greater Austin
Attn: Diana Gorham
2015 South IH35 Ste. 110
Austin, Texas 78741

Notice or communication to City, shall be directed to:

City of Austin, Purchasing Office
Attn: Contract Administrator
P.O. Box 1088
Austin, TX 78767

or addressed in such other way as either party may from time to time designate in writing dispatched as provided in this Section.

SECTION 50 COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS

Subrecipient, its subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by City and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirement shall govern. Subrecipient shall indemnify and hold City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Subrecipient's obligations under this paragraph.

SECTION 51 STOP WORK NOTICE

A stop work notice ("Stop Work Notice") may be issued in the event Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by City to be unsafe to either life or property. Upon notification, Subrecipient will cease all work until notified that the violation or unsafe condition has been corrected. Subrecipient shall be liable for all costs incurred by City as a result of the issuance of such Stop Work Notice.

SECTION 52 DELAYS


- 52.1 City may delay scheduled delivery or other due dates by written notice to Subrecipient if City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, City and Subrecipient shall negotiate an equitable adjustment for costs incurred by Subrecipient in the Agreement price and execute an amendment to the Agreement. Subrecipient must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the dispute resolution process specified in Section 43. However, nothing in this provision shall excuse Subrecipient from delaying the delivery as notified.
- 52.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

SIGNATURES ON FOLLOWING PAGE

In witness whereof, the parties have caused duly authorized representatives to execute this Agreement on the dates set forth below.

Subrecipient:

Young Women's Christian Association of Greater Austin

By: 
Signature

Name: Diana L Gorham
Printed Name

Title: Executive Director

Date: 11/7/13

City:

City of Austin

By: 
Signature

Name: Stephen T. Aden
Printed Name

Title: Corporate Purchasing Manager

Date: 12/27/13

EXHIBITS:

- A.1 – Statement of Work/Description of Project
- B – Non-Discrimination Certificate

EXHIBIT A.1
WORK STATEMENT

October 1, 2013 – September 30, 2014

- I. SUBRECIPIENT: YWCA
- II. PROGRAM: Bridge Child Care Voucher Program
- III. SCOPE OF CONTRACTED SERVICES

The Subrecipient shall administer a program with Community Development Block Grant (CDBG) child care voucher program that will provide subsidies to pay child care services for children from low and very low income families in crisis. The client is defined as the child of a parent or guardian responsible for one of more children in need of child care due to a family crisis.

A. Clients:

Subrecipient shall accept referrals for child care services from registered referral agencies for clients from the target population of low and very low income Austin families who need child care and who qualify as:

- 1) Homeless or near-homeless families
- 2) Families with disabled children in need of temporary respite child care
- 3) Families that need emergency child care
- 4) Families in which a parent is participating in residential substance abuse treatment program

Near-homeless families are defined as a family who lives with a friend or relative because they lack a fixed, regular, adequate nighttime residence of their own. The child's disability must be severe enough to require special medical and/or educational services. Emergency child care is for a family in short term crisis, such as a disabling medical condition, incarceration or death of a parent, or other emergency that harms the family's ability to pay for child care with existing family resources or has disrupted the family's usual child care arrangements. Parents participating in a substance abuse treatment program may be served through a referral from the residential treatment program.

The Bridge Program Coordinator with the prior, written approval of the City's Early Childhood Coordinator may determine that a family is eligible for the Bridge Program due to a crisis situation that is not defined above. The circumstances of the crisis shall be documented in the client file. The documentation shall include the Early Childhood Coordinator's written approval. Approval via email is acceptable.

B. Client Intake and Eligibility Determination:

Subrecipient shall establish standard procedures of acceptance of eligible clients from the referring agencies. Each referring agency shall certify the client as eligible and assess the family's ability to use Bridge services successfully. The Subrecipient shall review and verify the eligibility. Basic eligibility includes: 1) Gross family income less than 200% of the current Federal Poverty Guidelines, 2) Client family resides within the city limits of Austin, Texas, and 3) Client family needs child care for one or more of the qualifying reasons listed above (Section III. A.).

C. Child Care Referrals:

The Subrecipient shall offer eligible clients guidance in identifying their child care needs and in how to choose high quality child care. The Subrecipient shall provide eligible clients with child care referrals from Texas Rising Star providers list, unless the child is already enrolled in another child care provider or the parent requests a specific provider. All care must be in state licensed and registered child care providers. The Subrecipient shall provide referrals that most closely match the eligible client's needs. No fees will be charged to the clients for the child care referral services.

The Subrecipient shall maintain constantly updated information regarding licensed and registered child care providers in the Austin area using such resources as the online Child Care Licensing database and the Workforce Solutions list of Texas Rising Star providers.

D. Child Care Providers:

Children of eligible families must be attending or enrolled in a licensed child care center or home or a child care home that is licensed or registered by the Texas Department of Family and Protective Services; meets all applicable state, federal and local regulations; and is not on corrective action with Child Care Licensing. In addition, the provider must be a Texas Rising Star (TRS) 4-Star provider unless: 1) the child is already attending a non-TRS center; or 2) the parent chooses a non-TRS center.

Subrecipient shall recruit potential child care providers as needed to meet the needs of eligible clients. The Subrecipient may recruit through informational mailings, telephones solicitations, informal meetings, networking and other means as necessary.

E. Client Enrollment:

Upon client's selection of a child care program; Subrecipient shall contact the provider to authorize the client's enrollment. Subrecipient shall provide authorization forms and attendance sheets to child care provider for client tracking. For child care providers unfamiliar with voucher programs, the Subrecipient shall provide all necessary technical assistance to enable the child care provider to follow the voucher program procedures.

Families will be expected to observe all regulation of the selected child care program including drop-off and pickup times, supplies needed, and notification of status or schedule change.

Prior to submittal of Monthly Performance Reports, the Subrecipient shall confirm that newly enrolled children have begun care as scheduled and record the date that care began.

F. Long-term Care Assistance:

The Subrecipient shall refer eligible clients to the Workforce Solutions - Child Care Services (CCS) system waiting list including the City/County Program through CCS, counsel clients on how to stay on the CCS waiting list and how to contact the CCS. Referrals to other long-term child care sources, such as Head Start, shall be made as appropriate and available.

H. Client Information Tracking:

The Subrecipient shall maintain a reporting system in which an unduplicated client count can be determined. For the purposes of this Agreement, an unduplicated client shall be defined as a client who was reported once during the Agreement term no matter how much assistance was provided during the program year. Each unduplicated client reported in the monthly

performance report shall correspond to a client file or document supporting the assistance rendered. The client file or document shall minimally contain the following information:

1. Eligibility Certification and Demographic Form
2. Parent Enrollment Agreement
3. Name
4. Application date
5. Home address and phone number
6. Eligibility documentation (See form.)
7. Dates of enrollment in child care program (beginning/ending)
8. Names and birthdates of children served
9. Services rendered, including: Name and address of child care program site selected
10. Any supporting documentation
11. Name of referring agency, and case manager
12. CDBG Demographic Report information (See Attachment D.)

I. Administration

The Subrecipient shall have systems to:

1. Maintain a list of child care providers with clients enrolled and monitor their status
2. Pay for authorized care
3. Monitor attendance via the attendance reports
4. Ensure that child care providers submit attendance/billing document's within 30 calendar days of the attendance/billing document end date
5. Collect and maintain client, provider, and financial records
6. Track and project expenses
 - A. The Subrecipient shall have in place funds management systems to track child care voucher funds under this Agreement to:
 - i. Distribute the available funds across the Agreement period.
 - ii. Utilize the available funds within the Agreement period.
7. Maintain waiting list of referrals
8. Coordinate with client's Case Managers and referring agencies, and provide technical assistance as necessary
9. Provide monthly performance and demographic reporting

J. Hours of Operation:

The Subrecipient's normal hours of operation are Monday through Friday, 8:00 am – 5:00 p.m. If the Program Coordinator's hours are less than the hours of operation, voicemail shall be available during hours of operation. Holidays include New Year's Eve and Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Wednesday before and the Friday after, Christmas Eve and Christmas Day.

IV. ELIGIBILITY CRITERIA AND FEES

Eligible clients will be referred to the Subrecipient by agencies. A registered referral agency for this Agreement is an agency that has a signed letter of agreement with the Subrecipient. City funded basic needs and homeless services agencies take priority. The referring agency must agree to continue to case manage the client while the family receives Bridge services. These agencies include but are not limited to (* City funded agencies – first tier priority):

Austin Community College (ACC)
Austin Family House
Austin Independent School District

American Youthworks *
 Any Baby Can *
 Caritas *
 Casa Marinella/Posada Esperanza *
 Casey Foundation
 Blackland Community Development Corporation *
 Communities in Schools *
 Foundation Communities
 ARCH * (Austin Resource Center for the Homeless)
 Goodwill
 LifeWorks *
 SafePlace *
 Saint Louise House
 The Salvation Army *
 Texas Department of Human Services
 Texas School for the Deaf
 Foundation for the Homeless *
 University Medical Center at Brackenridge

Additional agencies that serve the target population may be added to the list of referring agencies upon written notification to the City.

Referring agencies shall conduct initial screening of clients for program eligibility and potential to achieve self-sufficiency through participation in short term child care services. Referring agencies shall agree to continue to case manage referred clients during the period they receive Bridge Child Care vouchers. Clients shall be served on a first come first served basis from two priority tiers: First: Clients referred from City funded agencies, and Second: Clients referred from non-City funded agencies. First tier applicants shall be exhausted before moving to the second tier list.

Eligible clients will be eligible to receive child care assistance for three (3) months at 100% subsidy and nine (9) additional months with the parent paying a portion of the child care subsidy for a total of twelve (12) months subsidized care. The parent co-pay will be assessed at 7% of the household gross monthly income for one (1) child and 9% of the monthly income for two (2) or more children. A fee waiver can be requested on a case by case basis for a smaller co-pay. Co-pay is paid by the client directly to the child care provider.

The Subrecipient shall pay the provider no more than the provider's published (public) rate, less the parent copay amount, for full-time care for the age of the child being served. For the purpose of this Agreement, full-time care shall be defined as a minimum of six (6) hours a day for at least four (4) days per week. Any less hours of care shall be considered part-time and the Subrecipient shall negotiate for part-time rates. Subrecipient shall negotiate with the child care provider for registration and supply fees reductions whenever possible, and may set maximum limits. Child care providers must inform the Subrecipient if any children covered by the voucher program are absent three (3) or more consecutive days. Subrecipient must be notified by the client about absences as they occur. If the Subrecipient is not notified before five (5) consecutive absences by one or more children, the client shall be dropped from the voucher program unless otherwise approved by the Subrecipient.

V. PERFORMANCE MEASURES AND PROGRAM OBJECTIVES

See the form in Exhibit C.

VI. BUDGET

A. The Subrecipient agrees to adhere to the following policies regarding the use of Community Development Block Grant (CDGB) funds allocated under this Agreement. The Subrecipient shall ensure the following:

- 1) CDGB dollars may reimburse program related local travel for personnel at no more than the current IRS business mileage rate.
- 2) Subrecipient must receive prior approval from the City to use CDGB funds for out-of-town travel expenses, memberships, and all capital outlay purchases.

B. Budget Documents are attached in Exhibit E.

1) Program Budget

- a. Operations Fee-for-Service is 20.412% of the Voucher payment amount
- b. Child Care Vouchers

VII. CLIENT ELIGIBILITY GUIDELINES

Eligibility- General

- CDBG Client Eligibility must be completed prior to services starting;
- CDBG Client Eligibility needs to be done a minimum of once every 12 months for clients who are being provided long-term services;
- The CDBG Eligibility form, Self-Certification form, and Homeless Eligibility form are the only forms allowed to be used to qualify CDBG clients, in addition to any required support documentation;
- All information provided on the CDBG Eligibility form or Self Certification form by clients and/or staff must be *printed* and *legible*, with the exception of client and staff signatures;
- All sections of the eligibility form must be completed; any incomplete eligibility forms will be returned to the agency for corrections;
- CDBG Eligibility forms that are missing any signatures or dates will be considered *incomplete*, and will be returned to the agency.

Eligibility- Residency

- Residence address in Section 1 of the form must be legible and complete, to include:
 - Street direction (*North, South, East, West*)
 - Street Number
 - Correct spelling of street name
 - Apartment number (if applicable)
 - Street name extension (*Street, Avenue, Circle, Boulevard, etc.*)
 - City, State, and Zip Code
- On the Jurisdictions Web Map, the residence addresses must say *Austin Full Purpose* in order to be eligible as a City of Austin address (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
 - If the Jurisdictions Web Map is not used as a resource, the form must indicate the source for verification of residential information
- If client moves and informs agency of change of address, agency must recertify the new address as an eligible City of Austin address

- If client's new address is not within the City of Austin, services must be terminated within ten (10) days of learning of the change of address.

Eligibility- Income

- All family members must be listed in the eligibility form to determine income eligibility based on the size of family
- Section 12A must be completed if the client earns wages or salaries
 - Client must list the "letter" beside each client in Section 6 who earns a wage
 - Sources of income must comply with sources of income reflected in *24 CFR Part 5 Annual Income Inclusions* (see Attachment A.3)
 - Dollar amounts provided in Sections 12A and 12B must:
 - Reflect *Gross Income*, before any deductions;
 - Be exact and to the penny- *no rounding* of income to the whole dollar.
 - For income provided in Section 12A, the formulas for Weekly, Bi-Weekly, and Twice a Month must be used to correctly calculate income.
 - Section *12B. Subtotal* must be completed, even if the subtotal is zero
 - Section 13 must be filled out correctly and must be the total of 12A + 12B
 - Support documentation for income must comply with the following requirements:
 - Must be legible
 - Must reflect client's name
 - Must be clearly DATED
 - Must reflect a minimum of thirty (30) days' worth of wages/income
 - Must be no older than three (3) months prior to CDBG services being provided; the only exception is SSI and SSDI determination letters, which are issued once per year, usually in January
 - The immediate prior year IRS Form 1040 may be used.

CDBG Program Budget
Bridge Child Care Voucher Program
Contract Period: October 1, 2013 through September 30, 2014

CATEGORIES	CITY OF AUSTIN CDBG BRIDGE PROGRAM	Program Budget ALL OTHER Sources	* TOTAL Program ALL sources
PERSONNEL			
Salaries			0
FICA			0
Retirement			0
Insurance			0
Worker's Compensation			0
SUI			0
Other (Benefits)			0
TOTAL PERSONNEL	\$0	\$0	\$0
OPERATIONS			
Advertising			0
Equipment Rental			0
Office Rent			0
Postage			0
Telephone			0
Staff Travel *			0
Printing/Duplication			0
Office Supplies/Food			0
Audit/Accounting			0
Consultants/Parent Leaders			0
Subscriptions/Memberships			0
Conferences/Seminars			0
Insurance/Bonding			0
Building Maintenance/ Repair			0
Other (Specify): Operations Fee @ 20.412% of contract	48,020		48,020
TOTAL OPERATIONS	\$48,020	\$0	\$48,020
DIRECT ASSISTANCE			
Drugs/Medicine			0
Food/Beverage			0
Specific Assistance to Individuals			0
Other (Child Care Vouchers)	235,252		235,252
TOTAL DIRECT ASSISTANCE	\$235,252	\$0	\$235,252
CAPITAL OUTLAY			
Specify *	0		0
GRAND TOTAL	\$283,272	\$0	\$283,272

* Requires prior approval

CDBG Regulations
Subpart J
Grant Administration
CFR24 Part 570
is available on the web at:

http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr570_main_02.tpl

2013 Median Family Income

PERSONS	30% Poverty	50% Very Low	80% Low
1	15,400	25,650	41,000
2	17,600	29,300	46,850
3	19,800	32,950	52,700
4	21,950	36,600	58,550
5	23,750	39,550	63,250
6	25,500	42,500	67,950
7	27,250	45,400	72,650
8	29,000	48,350	77,300

Median Family Income for Austin is \$73,200

December 11, 2012 effective date

Fiscal Year 2013-14

Income Calculator PART 5

Is available on the web at:

<https://webapps1.hud.gov/hfc/calculator/>

Attachment 5: Program Performance Report

Agency: YWCA GREATER AUSTIN					Reporting Month:												
Program: Bridge Child Care Vouchers					Contract Period: October 1, 2013 - September 30, 2014												
Funding Source: CDBG					Person Completing Report:												
Output Measures	Instructions	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Total to Date	Goal	Percent of Goal Met	
Number of children provided child care services	Unduplicated count of each individual child served during contract period.													0	94	0%	
Number of children provided child care who are reported, at referral, as:	The numbers reported below are only informational. Therefore, no Goals are established.																
<i>Homeless</i>	Undup, info, no goal													0			
<i>Near Homeless</i>	Undup, info, no goal													0			
<i>Emergency/Crisis Care</i>	Undup, info, no goal													0			
<i>Substance Abuse Program</i>	Undup, info, no goal													0			
<i>Identified Special Needs / Respite</i>	Undup, info, no goal													0			
<i>Other</i>	Undup, info, no goal													0			
Number of parents served	Unduplicated count only (count parents/guardians who live with child served)													0	80	0%	
Outcome Measures																	
Percentage of Children (unduplicated) who obtain other child care funding	Number of Children (unduplicated) who obtain other child care funding													0			
	Number of children served (unduplicated).													0			
	Percentage obtaining other child care funding.	-	-	-	-	-	-	-	-	-	-	-	-	0%	25%	0%	

PROGRAM INCOME

I. PROGRAM INCOME

- A. For the purposes of this Agreement, program income includes, but is not limited to, earnings of the Subrecipient realized from activities undertaken in accordance with this Agreement or from Subrecipient's management of funding provided or received hereunder. Such earnings include, but are not limited to, income from interest, usage or rental fees, income produced from Agreement-supported services of individuals or employees or from the use of equipment or facilities of Subrecipient provided as a result of this Agreement, payments from clients or third parties for services rendered by Subrecipient under this agreement, 24 CFR § 570.500(a)(2).
- B. Subrecipient shall be allowed to keep all program income generated under this Agreement, unless subrecipient fails to abide by the following:
 - (1) Subrecipient shall report all program income received on a periodic basis, as determined by the City;
 - (2) Subrecipient shall show all program income received as part of any *Request for Payment*
 - (3) Subrecipient shall reduce the amount requested under its *Request for Payment* by the amount of the program income received; and
 - (4) Subrecipient shall spend such program income prior to expending any other amounts received pursuant to this Agreement, and all program income shall be spent in accordance with this Agreement, the Statement of Work, and the Budget, and with 24 CFR § 504.
- C. Records of the receipt and disposition of program income must be maintained by Subrecipients in the same manner as required for other Agreement funds, and reported to the City in the format prescribed by the City. The City shall deposit in its CDBG program income account all program funds remitted by the Subrecipient, and may use the funds for any CDBG eligible activity as provided in 24 CFR § 570.504(b)(2).
- D. It is the Subrecipient's responsibility to obtain from the City a prior determination as to whether or not income arising directly from this Agreement, or the performance of any obligations under this agreement, is program income. The City has final authority to make a determination as to whether such income is program income or not. The Subrecipient is responsible to the City for the repayment of any and all amounts as determined by the City to be program income, unless

Attachment 7

otherwise approved of any and all amounts determined by the City to be program income unless otherwise approved in writing by the City.

- E. The Subrecipient shall include this section in its entirety in all of its subcontracts which involve other income-producing services or activities.

II. OTHER PROGRAM INCOME INFORMATION

If program income is generated from any activity under this contract, the subrecipient shall be allowed to retain this program income. The program income shall revolve back into the program activities as identified within this Contract, the Statement of Work, and the Budget. All program income shall be reported to the City prior the any other amounts being received from the City. All program income shall be reported to the City on a monthly basis, and shall be spent only on program-eligible activities, as prescribed by the City. Any program income on hand when this Contract expires, or received after this Contract's expiration, shall be remitted back to the City.

Attachment 8

A-133 Audit Requirements

**OMB –Circular A-133 Audits of
States, Local Governments and
Non-Profit Organizations
is available on the web at:**

http://www.whitehouse.gov/omb/circulars_a133-lead/

SECTION 504 ADA Requirements

In order to demonstrate compliance with the Americans with Disabilities Act (ADA) and Section 504 requirements, the following statements must be added to all public notices, advertisements, program applications, program guidelines, program information brochures or packages, and any other material containing general information that is made available to participants, beneficiaries, applicants, or employees:

English Version:

_____ (insert the name of your organization) as a subrecipient of the City of Austin is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call _____ (insert your organization's phone number) (voice) or Relay Texas at 1-800-735-2989 (TDD) for assistance.

The City does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs and activities. Dolores Gonzalez has been designated as the City's Section 504/ADA Coordinator. Her office is located at 505 Barton Springs Road, Suite 600. If you have any questions or complaints regarding your Section 504/ADA rights, please call the Section 504/ADA Coordinator at 974-3256 (voice) or 974-2445 (TTY).

This publication is available in alternative formats. Please call _____ (insert your organization's phone number) (voice) or Relay Texas at 1-800-735-2989 (TDD) for assistance.

When advertising or providing a notice requirement regarding a meeting, the following language needs to be added to the end of the first paragraph:

For a sign language interpreter, please call _____ (your contacts name and phone number) at least 4-5 days in advance.

Versión en español:

Como receptor de la Ciudad de Austin y de Austin Housing Finance Corporation, _____ (*nobre de su agencia*) esta comprometida a cumplir con los requisitos de la Ley de Americanos con Incapaciades (ADA) y con la sección 504 de la Ley de rehabilitación de 1973, y sus enmindas. Bajo petición expresa, se harán las modificaciones de datos y se proveerá igualdad de acceso a la información. Para asistencia, por favor llame al _____ (*numero de teléfono de su agencia*) (voz) o Relay Texas al 1-800-735-2989 (TDD).

_____ (*nobre de su agencia*) no permite discriminación sobre la base de incapacidad en la admisión o acceso para, o en el tratamiento o empleo en sus programas y actividades. Dolores González ha sido designada como la Coordinadora de la ADA, sección 504. Su oficina está localizada en 505 Barton Springs Road, Suite 600. Preguntas o motivos de queja sobre sus derechos bajo la ADA/Sección 504 deben ser dirigidos a la Coordinadora de la ADA /Sección 504 al 1 974-3256 (voz) o 974-2445 (TTY).

Esta publicación está disponible en formatos alternativos. Para asistencia, por favor llame al _____ (*numero de telefono de su agencia*).

CONDENSED VERSIONS:

English:

The City of Austin is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call 499-3100 or 499-3102 (TDD).

Español:

La Ciudad de Austin está comprometida a cumplir con los requisitos de la Ley Americanos con Incapaciades (ADA). Con solo solicitarlo se proveerán modificaciones se proveerá igualdad de acceso a la información. Para asistencia, favor de llamar a 499-3100 (voz) o 499-3102 (TDD).

National Objectives

Each activity, except planning and administrative activities, must meet one of the CDBG program's three broad National Objectives:

- 1. Benefit low to moderate income persons,**
- 2. Aid in the prevention or elimination of slums or blight, or**
- 3. Meet Community development needs having a particular urgency.**



**Memorandum of Understanding
between
YWCA of Greater Austin
and
Austin Recovery**

The purpose of this letter of agreement is to establish cooperatively a quality continuum of services for women in dealing with substance abuse.

Austin Recovery agrees:

- Austin Recovery will provide detoxification, outpatient, or residential treatment for those female clients who meet their requirements.
- Austin Recovery will refer income eligible female clients to the YWCA who are in need of continued counseling services upon discharge from Austin Recovery substance abuse treatment services.

The YWCA of Greater Austin agrees:

- The YWCA will refer to Austin Recovery those clients for whom detoxification, outpatient or residential treatment is indicated, who fit the Austin Recovery admission criteria, and for whom Austin Recovery services best fit the client need.
- The YWCA will provide counselors trained in trauma issues to come to the Austin Recovery Program to provide psycho-educational group services to Austin Recovery residents on the following time-table, subject to change as needed:

Thursdays	10:00 to 11:00 am.	"Healing Past Hurts"
Fridays	10:00 to 11:00 am	"First Aid for Trauma"

The group services include identification of appropriate referrals to YWCA to provide continued support, and counseling services for female clients who have completed at least two weeks of the Austin Recovery Women's Program and have additional needs post discharge from treatment. YWCA staff will notify Austin Recovery clinical staff of the opportunity for referral on those AR clients that they have identified as appropriate for their services.

- The YWCA will prioritize clients for their services that are referred by Austin Recovery, providing up to ten sessions of individual, couples, and/or family counseling services. Clients must meet eligibility requirements for subsidized YWCA counseling services including residency in Travis County, age of 18 or above and an income below 200% of Federal Poverty guidelines. YWCA staff will conduct onsite intakes to determine eligibility as needed. The YWCA Clinical Director may meet with the Clinical Director or Director of Treatment Services of the Austin Recovery Program(s) to discuss clients and their needs.

YWCA Contact Person:

Clinical Director Laura Gómez-Horton, LCSW-S

Telephone: (512) 326-1222; Fax: (512) 326-1595; Address: 2015 South IH 35, Suite 110, Austin, Texas, 78741.

Austin Recovery Contact Person:

Trish Rivera, LBSW, Director of Community Services, Telephone: (512) 697-8690; Fax: (512) 821-1755;
Address: 8402 Cross Park Drive, Austin, Texas, 78741.

Agreement Review:

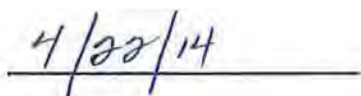
This letter of agreement can be jointly reviewed at any time during the life of the agreement. The agreement becomes effective on the date signed and continues until December 31, 2014.



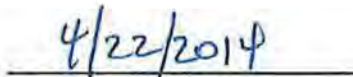
Diana Gorham
Executive Director
YWCA of Greater Austin



Joel Ferguson
Executive Vice President
Austin Recovery



Date

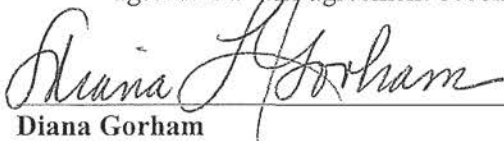


Date

**Memorandum of Understanding
between
YWCA Greater Austin
and
Don T. Hutto Residential Center**

The purpose of this memorandum of agreement is to delineate specific services, actions, support, collaboration and cooperation between the YWCA Greater Austin and the Don T. Hutto Residential Center.

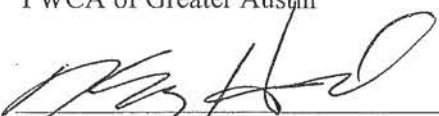
- I. **Type of Service:** YWCA will provide support group services, one in Spanish and one in English, on-site for immigrant women detained at the Don T. Hutto Residential Center. This group strives to address the unique needs, challenges, and opportunities of female immigrants particularly those who have experienced trauma and/or find themselves isolated due to their immigration status. The groups focus on trauma healing, resiliency, loss, and maintaining a sense of self amidst obstacles.
- II. **Location of Service:** Don T. Hutto Residential Center; 1001 Welch St.; Taylor, Texas 76574
- III. **Schedule of Service:** Group sessions will be provided from January 1, 2014 through December 31, 2014. Services will continue to be available thereafter based on an annually renewable MOU between the YWCA of Greater Austin and Don T. Hutto Residential Center. Groups will not be held during agency holidays, staff training, or if inclement weather conditions occur. Should a need for group cancellation occur for any other unforeseen reason, the YWCA staff will immediately notify contact person listed on this MOU.
- IV. **YWCA Responsibilities:** The YWCA will provide counselors trained in trauma healing, resiliency, and loss to come to provide on-going psycho-educational group services to immigrant women residents, as well as appropriate referrals. The YWCA will ask for permission to bring in selected materials for therapeutic projects associated with the group. The Clinical Director of the YWCA may meet with the Coordinator of the Don T. Hutto Residential Center to discuss clients and their needs.
- V. **Don T. Hutto Residential Center Responsibilities:**
The Coordinator assigned by the Don T. Hutto Residential Center will work in conjunction with YWCA Greater Austin to coordinate and facilitate programs, specifically by allowing YWCA staff to enter the Travis County Correctional Complex to provide groups. The Coordinator will provide space for facilitation of the program and assist in promoting the program to the women residents.
- VI. **YWCA Contact Person:** Carmel Drewes, LCSW, YWCA Lead Counselor or Clinical Director Laura Gómez-Horton, LCSW; Telephone: 512-326-1222; Fax: 512-326-1595; Address: 2015 South IH 35, Suite 110, Austin, Texas, 78741.
- VII. **Don T. Hutto Residential Center Contact Person:** Chaplin Kevin Howard, 512-218-2440
- VIII. **Agreement Review:** This letter of agreement can be jointly reviewed at any time during the life of the agreement. The agreement becomes effective on the date signed and continues until December 31, 2014



Diana Gorham
Executive Director
YWCA of Greater Austin

4/8/14

Date



Chaplin Kevin Howard

4/8/14

Date

Memorandum of Understanding
by
YWCA of Greater Austin
and
Goodwill Industries of Central Texas

The purpose of this letter of agreement is to establish cooperatively a quality continuum of services for recently released ex-offender women.

Goodwill Industries of Central Texas agrees:

- Goodwill Industries of Central Texas will provide reentry support, job training and searching, and opportunities for life skill development through one on one, groups and workshops for female ex-offenders before and after referral to YWCA.
- Goodwill Industries of Central Texas R.I.S.E. staff member will refer female clients to the YWCA who are in need of individual, group, and/or family counseling services.

The YWCA of Greater Austin agrees:

- The YWCA will provide an intake upon first contact with client to determine fees and appointment times.
- The YWCA, with a signed consent form, will work collaboratively with the assigned case-manager and/or life coach to determine most effective and efficient service delivery.
- The YWCA will provide a workshop consistent with the goals of Goodwill Industries of Central Texas and in line with YWCA's mission to enhance the success of the clients as agreed by both parties when a need is identified.

Program Costs:

This program is underwritten in part by the City of Austin/Travis County Health and Human Services Department.

YWCA Contact Person:

Clinical Director Laura Gomez-Horton, LCSW
Telephone: 326-1222; Address: 2015 South IH 35, Suite 110, Austin, Texas, 78741
E-mail: laura@ywcaAustin.org

Goodwill Industries of Central Texas:

Program Manager Steve Kaiven
Telephone: 499-0497; Address: 1015 Norwood Park Blvd., Austin, Texas, 78753
E-mail: Steve.Kaiven@austingoodwill.org

Agreement Review:

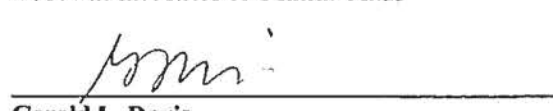
This letter of agreement can be jointly reviewed at any time during the life of the agreement. The agreement becomes effective on the date signed and continues until December 31, 2015.

YWCA of Greater Austin



Diana Gorham
Executive Director

Goodwill Industries of Central Texas



Gerald L. Davis
President and CEO

1/14/14

Date

12/18/13

Date

G. Overall Evaluation Factors Regarding Applicant

Contact Information for Contracts Identified:

- Texas Department of State Health Services (Frederick DeLoach; Contract Manager DSHS Contract Management Unit – SA; 512-206-5023)
- City of Austin Health & Human Services Department (Willie Williams; Liaison/ Contract Manager; 512-972-5018)
- Travis County Health & Human Services Department (San Juana Gonzales; Contract Compliance Specialist; 512-854-4122)
- United Way for Greater Austin (Sue Carpenter; Sr. Director, Success By 6; 512-382-8608)
- Travis County Crime Victims Fund (David Walch; Purchasing Agent Assistant III; 512 854-6663)
- City of Austin Community Development Block Grant (Ron Hubbard; Manager, Family Health Unit; 512-972-5028)



City of Austin Health and Human Services Department

P.O. Box 1088
Austin, Texas 78767

July 25, 2012

Diana L Gorham
Executive Director
Young Women's Christian Association Greater Austin
2015 South IH 35, Suite 110
Austin, TX 78741

Re: Agency Site Visit – Administrative and Fiscal Review

Dear Ms. Gorham:

On June 19, 2012, a site visit was conducted at Young Women's Christian Association Greater Austin (YWCA), 2015 South IH 35, Austin, TX 78741. Diana Gorham, Executive Director represented YWCA during the visit. Community Based Resources (CBR) staff, Edna Staniszewski, Contract Compliance Associate and Willie Williams, Liaison Contract Manager, conducted the site visit. The primary purpose of this site visit was to review the Administrative Financial Review (AFR) submitted in May, 2012.

Prior to the site visit, YWCA completed on line AFR documents and submitted the following documentation for CBR review:

- Most recent fiscal year end budget to actuals
- Current fiscal year's budget
- Minutes from the last three Board meetings
- Organizational chart

I. AGENCY OVERVIEW

- YWCA is an independent 501(c)3, governed by a local Board of Directors and is an affiliate of the YWCA of the USA.
- YWCA's mission: "YWCA is dedicated to eliminating racism, empowering women and promoting peace, justice, freedom and dignity for all".
- "Incorporated in 1907 in the State of Texas as the Young Women's Christian Association of the University of Texas, the YWCA of Greater Austin has always been more than exercise and fitness programs, as so many YW's are – the YWCA of Greater Austin is, and always has been, a service organization that provides support services to women, girls and their families in Travis and surrounding Affiliate of the YWCA of the USA".
- YWCA has three programs: YW Counseling & Referral Center (YWCRC), Generation YW and YWCA Continuing Education.
 - The YWCRC provides individual, couple and family counseling services to women and families in the Greater Austin area who are experiencing mental health concerns.
 - While Generation YW works with boys, it specifically targets girls, 12-17, providing intervention services through an After-School Program.

- The YWCA Continuing Education Series presents workshops on cutting edge topics for licensed clinicians that provide continuing education credits for LMSW, LCSW, LMFT and LPC.
- The Board is revising its strategy strategic plan to address issues such as:
 - Leadership transition –retirement of an “aging” senior staff.
 - Sustainable funding sources to support the counseling program’s sliding scale fee structure.

II. BOARD OF DIRECTORS

a. Structure

- The Board of Directors consists of 15 members and meets on a monthly basis.
- The Board reviews fiscal operations monthly.
- The Board committees are: Finance, Fund Development, Board Development, Human Resources and Strategic Planning. There is also Marketing ad-hoc committee.
- Board proposed Bylaw revisions (when approved) will reorganize the current committee structure.

b. Fundraising and Financial Oversight

- The Development Committee oversees the fund-raising programs.
- Board members contribute financially annually.
- The Board is actively involved in fund raising planning such as developing individual and corporate contacts for the agency’s direct mail solicitation letters.
- In FY 12, YWCA initiated a rebranding process to support financial sustainability.
- YWCA received approximately \$10,000 in honoraria waived by (16) sixteen facilitators for Continuing Education Unit (CEU) workshops.
- YWCA’s “Women of the Year” event is one its premier community programs.

c. Program Performance

- The Board receives a monthly report from each program manager.
- YWCA has implemented numerous strategies including a \$5.00 sliding scale fee to support clients with limited income.

III. FINANCIAL

- YWCA received an unqualified opinion on the audit for the year ending December 2011. .
- A copy of YWCA’s most recent 990 was provided to CBR in May 2012.
- YWCA has a (1) one year cash reserve of approximately \$750,000.

IV. ADMINISTRATION

- YWCA activities and decision making is balanced against the agency’s mission.
- YWCA Clinical Director and Clinical Supervisor(s) are fully licensed to practice in Texas and to provide supervision.

- The qualified staff supervises approximately 15 intern volunteers who provide direct client services.
- YWCA is a student intern field placement site for the University of Texas, Texas State University and St Edwards University.

Observations

The Board of Directors and staff is diverse and representative of the community. The Board is revising the strategic plan and bylaws to:

- Position the agency to maintain its financial and programmatic sustainability.
- Prepare for the changes in the integrated health care delivery environment.

There are no findings or concerns to report. If you have any questions or comments regarding this report, please feel free to contact Willie Williams at 773-5059. We greatly appreciate your time and participation in this process.

Sincerely,



Edna Staniszewski,
Contract Compliance Associate



Willie Williams, M.S., L.C.D.C., C.A.S.
Liaison/ Contract Manager

Cc

Susan Gehring, Manager, Community Based Resources



City of Austin Health and Human Services Department

P.O. Box 1088
Austin, Texas 78767

September 5, 2013

Diana L Gorham
Executive Director
Young Women's Christian Association Greater Austin
2015 South IH 35, Suite 110
Austin, TX 78741

Re: Community Based Resources Contract Desk Review Monitoring Visit Young Women's Christian Association Greater Austin (YWCA)

Dear Ms. Gorham

Community Based Resources conducted a monitoring visit of the Women's Christian Association Greater Austin (YWCA) on August 6, 2013. The visit included a Financial Review, Performance Review, Technical Assistance, and Administration Review of the YW Counseling and Referral programs for FY 2013.

During the review there were no concerns, recommendations or findings identified.

We commend you for the work you are doing in the community and please extend our gratitude to the YWCA's staff for facilitating the visit.

If you have any questions or comments regarding this report, please feel free to contact Willie Williams at (512) 773-5059.

Sincerely,

Edna Staniszewski,
Contract Compliance Associate

Willie Williams, M.S., L.C.D.C., C.A.S.
Liaison/ Contract Manager

cc:
Robert Kingham, Manager, Community Based Resources



Travis County Health and Human Services & Veterans Service

P.O. Box 1748, Austin, Texas 78767
(512) 854-4100 Fax (512) 854-4115

September 12, 2013

Email: kvitray@austin.rr.com

Kim Vitray, Board President
Young Women's Christian Association Greater Austin
2015 S. Ih35, Suite 110
Austin, Texas 78741

Re: Travis County Monitoring Visit
RE: Contract # PS090129RE

Dear Ms. Vitray:

We conducted a monitoring visit of the contract mentioned above on July 11, 2013. The visit included an administrative, financial, and program performance review of the Young Women Counseling and Referral Center.

During the review there were no concerns, recommendations or findings identified.

We commend you for the work provided to the community and please extend our thanks to the staff for facilitating our monitoring visit.

Should you have any questions please contact us.

Sincerely,

San Juana Gonzales
Contract Compliance Specialist
HHS/VS Finance Division
512/854-4122
Sanjuana.Gonzales@co.travis.tx.us

LaDonna Brazell
Contract Compliance Specialist
HHS Finance Division
512/854-7875
LaDonna.Brazell@co.travis.tx.us

Cc: Diana L. Gorham, Executive Director, YWCA
Sherri Fleming, HHSVS, County Executive, Travis County
Kathleen Haas, HHS/VS Finance Manager
Theresa Wright, HHS/VS Program Lead



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

March 28, 2014

Debra Shaw-Boatner, Board Director
YWCA Of Greater Austin
2015 South I.H. 35, Suite 110
Austin, Texas 78741-3810

Dear Ms. Shaw-Boatner:

The Texas Department of State Health Services (DSHS), Contract Oversight and Support has completed its fiscal monitoring review covering the period of March 1, 2013 through May 31, 2013. The primary objective of this review was to determine if your agency was in compliance with the fiscal requirements of federal and state regulations, DSHS policies and procedures, and the contract provisions. This review was limited to fiscal compliance only and did not evaluate the overall program objectives.

The review of your organization resulted in questioned costs of \$2,071.56. After an analysis of your responses, the questioned costs were reduced to no disallowed costs.

Significant issues noted as a result of our review are included on the attached report. Your organization has proposed appropriate measures to comply with all of our recommendations. The detailed findings with the contractor's response and plans for corrective action are presented in the enclosed report. A follow-up review team will contact you regarding the implementation of your corrective action plans.

We appreciate the cooperation extended to us by the management and staff of your organization during this review. Thank you.

Sincerely,

A handwritten signature in black ink, reading "Steven E. Harper".

Steven E. Harper, CPA
Fiscal Monitoring Manager
Contract Oversight and Support

Enclosure

cc: Diana Gorham, Executive Director



DEPARTMENT OF STATE HEALTH SERVICES CONTRACT OVERSIGHT AND SUPPORT

Fiscal Compliance Review Report

YWCA Of Greater Austin

Objective: To determine whether the amounts paid for the Attachment referenced below were in compliance with the terms of the contract, Department of State Health Services (DSHS) rules, and applicable state and federal regulations.

Attachments & Periods Reviewed:

Attachment ID	Program ID	Contract Term	Contract Amount	Review Period
2013-041249-001	SA/YPI	09/01/12 to 08/31/13	\$150,000	03/01/13 to 05/31/13

Legend for Program Abbreviations:

- YPI – Youth Prevention – Indicated

Test Work Conducted: November 18-22, 2013

Scope and Methodology: The scope and methodology of this visit encompassed a review of supporting documentation and analysis of:

- Payroll
- Other Contract Expenditures
- Cost Allocation Plan(s)
- Matching Requirements
- General compliance with rules, regulations, contract provisions, and policies and procedures

We reviewed the agency's accounting procedures relating to the contract (grant) to determine whether they were adequate to ensure accurate, current, and complete disclosure of the financial results of grant activities and were adequate to identify the source and application of contract (grant) funds. We also reviewed documentation and interviewed agency staff to determine whether the agency was in compliance with applicable federal and state regulations; DSHS policies and procedures; and contract provisions. This review was limited to issues of financial compliance only. Programmatic compliance is the purview of the various DSHS programs and therefore no records concerning program compliance were examined.

As stated in the General Provisions, Section 12.02, the contractor shall comply with all the requirements of the Department's Contractor's Financial Procedures Manual (CFPM), and any of its subsequent amendments. The CFPM requirements may be used as criteria for the findings listed below.

Detailed Findings and Recommendations

Finding #1

Condition: On 05/28/2013, 02/28/2013, 03/31/2013, and 04/30/2013 Contractor charged DSHS attachment SA/YPI 2013-041249-001 \$158.40, \$110.88, \$76.80, and \$139.68, respectively for reimbursement of mileage incurred on four employees' personal vehicles. The Travel Logs submitted excluded one or more of the following: supervisor signature, starting and ending addresses, a clear purpose for the trip, and beginning and ending odometer readings.

Criteria: CFPM, Section 6.05.03 Travel, Source Documentation, states in part, "...Source documents include the following (a) Travel authorization and expense reports signed by the traveler and approved by responsible manager. A separate travel expense report should be submitted for each trip taken and must include:

- dates of travel,
- travel destination,
- the purpose of the trip,
- an itemization of expenses, and
- the general ledger account(s) charged.

Reimbursement using a mileage rate must be supported by a detail record of point-to-point mileage with odometer readings or copies of mapping web site mileage (e.g., Bing). Maps from a mapping web site must also display point-to-point miles, with a separate map between each destination. If an organization uses an online mapping web site to determine mileage, the name of the mapping web site should be designated in the organization's travel policy. Original receipts must be attached to all travel expense reimbursement vouchers;(c) Mileage logs signed by the traveler and appropriate manager. Mileage logs must include –

- date of travel,
- to and from destination(s),
- record of point-to-point mileage with odometer readings or copies of mapping web site mileage, and
- the purpose of each trip;"

Questioned Cost: \$485.76

Recommendation: To resolve the questioned costs submit documentation that indicates starting and ending addresses for each trip, a clear purpose of trip, and a Bing Map if beginning and ending odometer readings were not provided on the Mileage Reimbursement form for each transaction in question.

Submit a corrective action plan that specifically details the policies and/or procedures that will be implemented to ensure, in the future, proper source documentation is maintained for all travel reimbursements.

Management Response: *The YWCA Travel Log has been revised to reflect the recommendations above. In addition, the YWCA Human Resources Policies and Procedures, Section XIII: Benefits, F. Job Expenses has been revised to reflect the CFPM, Section 6.05.03 Travel, for mileage reimbursement requirements. The revised Travel Log and policy section have been submitted in this response for DSHS review and approval. Upon DSHS approval, the*

policy changes will be presented to the board for their final approval.

Responsible Party: *YWCA Executive Director, Generation YW Program Manager, and YWCA Executive Assistant.*

Implementation Date: 2/28/2014

DSHS Reply: The management response was reviewed and accepted.

Disallowed Cost: \$0.00

Finding #2

Condition: Contractor is not following the Cost Allocation Plan submitted and accepted by DSHS for salary and wages, direct, and indirect costs charged to DSHS attachment SA/YPI 2013-041249-001.

Criteria: Fiscal Year 2013 Department of State Health Services Contract General Provisions (GP) for Core/ Subrecipient, Article XII, General Business Operations of Contractor, Section 12.08, Cost Allocation Plan, states in part: "Contractor shall submit a Cost Allocation Plan in the format provided in the Department's Contractor's Financial Procedures Manual to the Department's Contract Oversight and Support Section, at Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, or by email to <mailto:coscap@dshs.state.tx.us> no later than the 60th calendar day after the effective date of the Contract, except when a Contractor has a current Cost Allocation Plan on file with the Department. Contractor shall implement and follow the applicable Cost Allocation Plan.If the Cost Allocation Plan changes during the Contract term, Contractor shall submit a new Cost Allocation Plan to the Contract Oversight and Support Section within thirty (30) calendar days after the effective date of the change."

Questioned Cost: \$0.00

Recommendation: To resolve this finding:

1. Submit a revised Cost Allocation Plan with Management responses.
2. Submit a corrective action plan that specifically details the policies and/or procedures that will be implemented to ensure, in the future, contractor will follow the methodologies outlined in its Cost Allocation Plan.

Management Response: *1. The YWCA Executive Director and Accountant have initiated contact with Tom Hill to revise our Cost Allocation Plan as recommended above.*

2. In addition, the YWCA Accounting Policies and Procedures have been revised to ensure compliance with methodologies outlined in our Cost Allocation Plan. It is included in this response for DSHS review and approval. Upon DSHS approval, the policy changes will be presented to the board for their final approval."

Responsible Party: *YWCA Executive Director*

Implementation Date: 02/28/2014

DSHS Reply: The management response was reviewed and accepted. Please note that DSHS does not approve an organization's policies and procedures. Policies should be approved by your board.

Finding #3

Condition: Contractor is charging DSHS attachment SA/YPI 2013-041249-001 a portion of audit costs incurred by the firm for audits that are not required by the Single Audit Act and not approved by DSHS as a direct cost to the attachment.

Criteria: 2 Code of Federal Regulations (CFR) Part 230, Appendix B Selected Items of Cost, (4) Audit Costs and Related Services states in part: "(a) The costs of audits required by, and performed in accordance with, the Single Audit Act, as implemented by Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" are allowable. Also see 31 U.S.C. 7505(b) and section 230 ("Audit Costs") of Circular A-133. (b) Other audit costs are allowable if included in an indirect cost rate proposal, or if specifically approved by the awarding agency as a direct cost to an award."

Questioned Cost: \$1,585.80

Recommendation: To resolve this finding:

1. Provide documentation to support the audit cost of \$1,585.80 were removed from the DSHS cost center's General Ledger.
2. Submit a corrective action plan specifically detailing the policies and/or procedures that will be implemented to ensure, in the future, unallowable audit costs will not be billed to DSHS.

Management Response: *1. The attached Posted General Ledger Transactions document the removal of audit costs from the DSHS cost center's General Ledger.*

2. Audit costs will not be charged to the DSHS cost center unless it becomes a requirement due to Circular A-133

Responsible Party: YWCA Accountant

Implementation Date: 2/25/2014 – 2/28/2014

DSHS Reply: The management response was reviewed and accepted.

Disallowed Cost: \$0.00

Issue Resolved During the Desk Review Process

Issue #1

Condition: Contractor recorded the reimbursement costs associated with the purchase of software by an employee on April 26, 2013 in an account titled "Travel". The underlying transaction does not meet the definition of "Travel". The cost was reflected on the FSR under the "Travel" category instead of the "Other" category for this period. Contractor advised the cost was inadvertently recorded in the wrong account and agreed to implement an action plan to ensure the same error does not occur in the future.

Criteria: CFP), Section 6.05.03 Travel, states in part: "Travel is defined as the cost of transportation, lodging, meals and related expenses incurred by employees of the organization while performing duties relevant to the proposed project." Section 4.04 Budget Control, states in part: "All expenses charged to a DSHS cost reimbursement Program Attachment must be budgeted and reported in the appropriate budget category."

Section 0645

Program Staff Positions and Time

List this program's position titles only (do not include staff names) and provide the corresponding number of Full Time Equivalent (FTE) positions which are assigned to this specific program.

List Program Staff by Title	Program Staff FTE's
Clinical Director	1.0
Clinical Supervisor	.75
Bilingual Counselor	.50
Lead Counselor	.125
Lead Bilingual Counselor	.50
SELC Counselor	.375
Clinical Receptionist	1.0
Non Direct Service FTE's	
Executive Director	.394
Executive Assistant	.157
TOTAL FTEs =	4.801

LAURA GÓMEZ-HORTON, LCSW

2219 Klattenhoff Dr.
Austin, TX 78728

Cell phone: (512) 965-0830
E-mail: lgomezhorton@yahoo.com

EDUCATION

The University of Texas at Austin, Austin, Texas

Master of Science in Social Work
Concentration: Children and Families

May 1997

Bachelor of Social Work, Minor in Sociology

May 1996

EXPERIENCE

Clinical Director:

10/13-present

YWCA Greater Austin, Austin, TX

- Implement the YWCA mission of empowering women and eliminating racism within the agency and in the broader community.
- Oversee recruitment, training, management, retention, and termination of assigned program staff/interns/volunteers.
- Arrange for supervision of all assigned personnel, including probationary and annual reviews.
- Coordinate program staff meetings and clinical case conferences in collaboration with the Clinical Supervisor.
- Maintain and update the Clinical Policies and Procedures Manual in collaboration with the Clinical Supervisor and clinical members of the Board of Directors.
- Ensure compliance of agency clinical policies/procedures with professional, state, and federal legal/ethical requirements.
- Assume responsibility for collection of program data for reporting on contract/funding requirements.
- Assist in coordinating agency professional training or continuing education.
- Serve as a member of the YWCA Management Team.
- Participate in the creation of the YWCA Strategic Plan and oversees the achievement of the behavioral health programs' respective goals as they relate to the Strategic Plan.
- Serve on at least one YWCA standing or ad hoc committee.
- Attend and/or report at monthly YWCA Board Meetings.
- Represent the YWCA and/or the agency's behavioral health programs in the community.

VAWA Social Services Coordinator:

4/09-10/13

Texas Civil Rights Project, Austin, TX

- Provided counseling, case management, and support services to TCRP clients, including completing psychosocial assessment, intervention plans, and advocacy services, in person and over the phone
- Recruited, supervised, and trained social work, counseling, and psychology interns and volunteers to work for social services program in the various TCRP offices throughout Texas
- Collaborated with universities, colleges, and professionals to develop and maintain internship programs
- Developed, facilitated, and coordinated *Promotora* programs in regions where TCRP has presence, including recruitment and training of clients, volunteers and staff
- Advocated at macro-level by organizing Promotoras to connect and educate the public and legislators on key issues impacting TCRP clients and the community
- Worked closely with TCRP advocates and attorneys to help bridge their relationship with clients and assist with clients' legal process

- Formulated collaborations with community agencies throughout Texas to maximize the provision of social services to TCRP clients
- Established, developed, and maintained social services program through administration, including goals, record system, reporting, evaluation and ensuring policies and procedures are consistent with TCRP mission and abide by NASW Code of Ethics
- Provided workshops (internally and externally), outreach services, and community advocacy
- Participated in Diversity and Quality of Life committees
- Served as ombudsman for Austin office

Lecturer:

9/07-5/09

University of Texas at Austin, School of Social Work, Austin, TX

- Served as liaison for first and second year MSSW students Fall/Spring 2007-2008 and Fall/Spring 2008-2009
- Delivered *Social Work and the Latino Population* course Summer 2008
- Instructed on *Practice II* course Summer 2008
- Provided *Practice I* course Fall 2008
- Conducted Field Seminar for first year MSSW students Fall/Spring 2007-2008 and Fall 2008
- Contributed as advisor, guest speaker, and consultant
- Collaborated through internal-based committees (International committee and Diversity institute)

Independent Practitioner:

3/04-Present

Austin, TX

- Conduct bilingual individual and family therapy
- Work with children, adolescents and adults
- Provide therapeutic and psycho-educational groups

Co-founder/Facilitator:

3/05-5/08

Within Your Reach/ A Su Alcance, Austin, TX

- Provided skill and personal development workshops in English and Spanish
- Developed specialized workshops to meet needs of community
- Collaborated with local schools and agencies to design individualized workshops

Counseling Services Manager:

8/05-9/07

SafePlace Domestic Violence and Sexual Assault Survival Center, Austin, TX

- Provided administrative/clinical supervision to staff counselors & interns who provide counseling for survivors of sexual and domestic violence and their families
- Recruited, hired, trained and evaluated counseling staff/ interns in conjunction with Counseling Services Director
- Assisted with program development, review of policies and procedures, and integration of program services throughout the agency
- Helped design, implement, and maintain a system to evaluate service delivery, including monitoring requests for service, effectiveness outcomes, and client satisfaction
- Provided bilingual crisis intervention and counseling/risk assessments
- Conducted individual and family counseling for survivors of domestic and sexual violence
- Facilitated therapy and support groups for survivors on-site and in the community
- Coordinated and participate in curriculum development and implementation
- Networked and collaborated with multi-disciplinary agencies and universities
- Provided information, referrals, systems advocacy, and court testimony for survivors
- Prepared and presented staff, volunteer, and community trainings
- Participated in individual and group supervision

- Participated in agency's Diversity Committee

Domestic Violence Counselor:

5/98-7/05

SafePlace Domestic Violence and Sexual Assault Survival Center, Austin, TX

- Conducted individual counseling with adults in English and Spanish
- Facilitated weekly support groups
- Developed and implemented psycho-educational groups as needed
- Supervised MSSW interns
- Networked and collaborated with community agencies concerned with client needs
- Provided information, referrals, advocacy, and community outreach
- Participated in individual and group supervision
- Worked as member of the Family Violence Protection Team for two years (including legal, counseling, police, and victim services)

Bilingual Counselor (6 hours per week):

5/02-5/04

YWCA of Greater Austin, Austin, TX

- Provided individual, couple, and family counseling
- Participated in individual and group supervision
- Provided referrals, advocacy, and information

Family and Community Partnerships Specialist:

5/97-5/98

Cen-Tex Family Services, Inc. - Head Start, Bastrop, TX

- Implemented and evaluated compliance of Family Partnerships Component of program for Bastrop, Fayette, Colorado, and Lee Counties
- Worked with families and provided crisis assistance, referrals and advocacy
- Collaborated with inter-agency component specialists and community agencies

MSSW Internship-Family Therapy Department:

1/97-5/97

Seton East Community Health Center, Austin, TX

- Conducted individual, child, family, couple, and group counseling
- Participated in inter-agency and multi-disciplinary team meetings and staffings including doctors, nurses, social workers, etc.
- Collaborated with community agencies and provided referrals, outreach, and advocacy

Graduate Research Assistant:

1/95-1/97

University of Texas at Austin, Center for Social Work Research, Austin, TX

- Conducted and monitored progress of telephone interviews
- Assisted with final reports
- Translated documents and conducted bilingual telephone interviews

BSW Internship-Case management:

9/95-5/96

Communities in Schools, Mendez Middle School, Austin, Texas

- Conducted bilingual individual and group counseling with students and families
- Developed group for students relocating from other countries, states, or cities
- Developed survey to measure student knowledge about CIS at Mendez

PRESENTATIONS AND TRAINING

- Gomez-Horton, L. and O'Neil, G. (2013, September). "Joining forces: A Multidisciplinary Approach to working with Immigrant Victims," National Center for Victims of Crime National Conference, Phoenix, AZ
- Gómez-Horton, L., Trejo, C.M., Zarate, L. (2013, March). "Beyond Idioma: Building Lasting Latina Partnerships," 31st Annual Texas Association Against Sexual Assault Conference, Austin, TX.
- Gómez-Horton, L. (2013, March). "Wellness and Work," Texas Civil Rights Project, Austin, TX.
- Gómez-Horton, L. (2012, November). "Effects of Domestic Violence," Austin State Hospital, Austin, TX.
- Gómez-Horton, L. (2012, July). "TCRP Promotora programs," Immigrant Survivors Network of Austin, Austin, TX.
- Gómez-Horton, L. (2012, February). "How Trauma Impacts Clients," VAWA team retreat, Austin, TX.
- Gómez-Horton, L. (2012, February). "A More Holistic Approach," VAWA team retreat, Austin, TX.
- Gómez-Horton, L. (2011, November). "Promotoras: Revealing the Community's Strengths," Nuestras Voces Conference, South Padre Island, TX.
- Gómez-Horton, L. (2011, August). "Identifying Transference and Counter-transference among Legal Staff Working with VAWA Clients," Austin, TX.
- Barceleau, J., Delavega, E., & Gómez-Horton, L. (2009, October). "Immigration in the 81st Texas Legislature: *The Social Work Perspective*," NASW/Texas State Conference, Fort Worth, TX.
- Gómez-Horton, L. & Molinari, S. (2009, August). "Working with Immigrants," Front Steps Keep Austin Housed AmeriCorps training, Austin, TX.
- Gómez-Horton, L. & Molinari, S. (2009, March-May). "Cultural and Language Proficiency for Social Service Providers Working with Spanish-speaking Clients" Front Steps Keep Austin Housed AmeriCorps training, Austin, TX.
- Gómez-Horton, L. (2008, October). "Social Justice and Cultural Competency: Cornerstones of Social Work Practice," UT School of Social Work Field Instructor's Workshop, Austin, TX
- Aguirre, R., Gómez-Horton, L., Peterson, T. (2007, October). "Collaborating as Social Workers: Defining our role in light of emerging immigration legislation," NASW/Texas 31st Annual Conference Hope + Health: Help Starts Here, San Antonio, TX.
- Gómez-Horton, L. & Molinari, S. (2007, March). "Taking Control of Your Life and Reaching Your Goals," Austin, TX.
- Gómez-Horton, L. & Snyder, S. (2007, February). "Peer Counseling and Empathic Communication," Volunteer training, SafePlace, Austin, TX.
- Gómez-Horton, L. & Molinari, S. (2007, February). "Tomar las riendas de su vida y alcanzar sus metas/ Taking Control of Your Life and Reaching Your Goals," Austin, TX.
- Gómez-Horton, L. & Molinari, S. (2006, December). "Effective Communication," Austin, TX
- Gómez-Horton, L. & Molinari, S. (2006, November). "Comunicación efectiva," Austin, TX
- Gómez-Horton, L. & Molinari, S. (2006, November). "¿Quien soy YO dentro de mis relaciones?/ Defining ME in my Relationships," Austin, TX.
- Gómez-Horton, L. & Molinari, S. (2006, October). "Defining ME in my Relationships," Austin, TX.
- Gómez-Horton, L. (2006, September). "Parenting programs panel," Family Violence Task Force. Lifeworks, Austin, TX.
- Elizondo, S., Gómez-Horton, L., & Hidrobo, C. (2006, September). "Human Trafficking," SafePlace, Austin, TX.
- Gómez-Horton, L. & Molinari, S. (2006, August). "Manual de respuestas de la mujer realizada/Book of Answers for the Self-Actualized Woman," Austin, TX.
- Gómez-Horton, L. & Molinari, S. (2006, May). "Facilitating the Empowerment of Immigrants in Your Community," Embracing and Assisting Immigrants in Central Texas, Temple, TX.
- Gómez-Horton, L. & Molinari, S. (2006, May). "El cuidado de si mismo/Self-nurturance," Austin, TX.
- Gómez-Horton, L. & Molinari, S. (2006, April). "Allowing Myself to Succeed: Four part series," Foundation Communities Children's Home Initiative Program, Austin, TX.
- Gómez-Horton, L. & Molinari, S. (2006, April). "Como participar mas en la educación de sus hijos/Becoming Involved in Your Children's Education," Campbell Elementary, Austin, TX.

- Gómez-Horton, L. & Molinari, S. (2006, March). "Como Alcanzar Mis Metas/Reaching My Goals" Hart Elementary, Austin, TX.
- Gómez-Horton, L. & Molinari, S. (2006, March). "Tapping into my Personal Power," YWCA, Austin, TX.
- Gómez-Horton, L. & Molinari, S. (2006, March). "Descubriendo y utilizando mi poder personal," Austin, TX.
- Gómez-Horton, L. & Molinari, S. (2006, March). "Como ser firme y segura/Assertiveness," Austin, TX.
- Gómez-Horton, L. (2006, February). "Lifeskills: ¿Donde estoy y donde voy?/ Where am I and where am I heading?" SafePlace, Austin, TX.
- Gómez-Horton, L. & Molinari, S. (2006, January). "Estilos de comunicación efectiva en la familia/Effective Communication in the Family," Austin, TX.
- Gómez-Horton, L. (2005, November). "Risk-assessment and Safety Planning," SafePlace, Austin, TX.
- Gómez-Horton, L. (2005, November). "Lifeskills: ¿Donde estoy y donde voy?/ Where am I and where am I heading?" SafePlace, Austin, TX.
- Gómez-Horton, L. & Molinari, S. (2005, June). "Transiciones y valance en tu vida/Transition and Balance in Your Life," Posada Esperanza, Austin, TX.
- Gómez-Horton, L. & Molinari, S. (2005, May). "Transiciones y balance en tu vida/Transition and Balance in Your Life," Zavala Elementary, Austin, TX.
- Gómez-Horton, L. (2004, July) "Domestic Violence," AVANCE, Austin, TX.
- Gómez-Horton, L. (2004, June). "Empowering Relationships," Hispanic Women's Network of Texas Austin Chapter, Austin, TX
- Knee, S., Gómez-Horton, L., Moreno, H., & Renteria, M. (2002, May). "Central Texas Immigrants: Issues they face, Resources to assist them--Police/Safety panel," El Corazón de Tejas-Central Texas Chapter of REFORMA, Austin, TX.
- Bhat, S., Del Gallo, K., Llenado, L. & Gómez-Horton, L. (2002, May). "Forming Collaborations," TCFV Leadership Institute, Austin, TX.
- Gómez-Horton, L. & Murphy, M. (2000, October). "Working with Paranoid Clients," SafePlace, Austin, TX.
- Gómez-Horton, L. (2000, August). "Counseling Clients in the Process of Self-Petitioning," Legal and Social Services for Battered Immigrant Women, Austin, TX.
- Gómez-Horton, L. (1999, September). "Counseling Immigrant Women," SafePlace, Austin, TX
- Gómez-Horton, L. (1999, April). "Violence in the Home/Violencia en el Hogar," Austin, TX
- Gómez-Horton, L. (1999, March). "Dynamics of Abusive Relationships," AVANCE, Austin, TX
- Gómez-Horton, L. (1999, February). "Domestic Violence," El Buen Samaritano, Austin, TX

GROUPS (FACILITATED, DEVELOPED, COORDINATED)

- Coordinate and co-facilitate "Always a Parent: a group for moms in jail," Travis County Correctional Complex, Del Valle, TX, January 2014-present
- Supervise, coordinate, and co-facilitate Promotora adult and youth programs, Texas Civil Rights Project, March 2010-Present
- Co-facilitated "Youth Empowerment Project," Barton Middle School, Buda, TX, February-April 2012
- Co-facilitated "Youth Empowerment Project," Live Oak Academy, Buda, TX, January-April 2012
- Co-facilitated "SafeParenting", SafePlace, September-December 2007
- Coordinated and co-facilitated "Mind/Body Connection," SafePlace, June-July 2007
- Coordinated, developed, and facilitated "Safe Families," Travis County Correctional Center, 2006-2007
- Facilitated Domestic Violence and Sexual Assault support group SafePlace, 2005-August 2007
- Coordinated, developed, and facilitated "SafeParenting," SafePlace, 2002-2007
- Facilitated Domestic Violence support groups SafePlace, 1997-2007
- Collaborated with Family Forward in development and implementation of "SafeParenting," SafePlace, 2002-2006
- Co-facilitated "Healing Connection," SafePlace, Fall 2006

- Facilitated Spanish language focus group for “Assessing the Service Needs of Survivors of Intimate Partner Violence,” final report October 21, 2005 by Holly Bell, Ph.D., LCSW & Shanti Kulkarni, Ph.D., LCSW, July 2005
- Modified and facilitated “La Vida Por Los Lentos de la Cultura/Life Through Cultural Lenses,” Zavala Elementary, Spring 2004
- Developed and facilitated “La Vida Por Los Lentos de la Cultura/Life Through Cultural Lenses,” SafePlace, 2003-2004
- Co-facilitated “Supporting Teens finding Other Paths (S.T.O.P.),” Gardner Betts, Fall 2003
- Coordinated, developed, and facilitated “Skills for Safe Families,” SafePlace, 2001-2002
- Translated, modified and facilitated “Habilidades Para Una Vida Poderosa: Mujeres Y Auto-Estima/ Skills for Powerful Living: Women and Self-Esteem,” SafePlace, 1999-2000
- Translated, modified, and facilitated “Habilidades Para Una Vida Poderosa: Firmesa: Encontrando su Voz/ Skills for Powerful Living: Assertiveness: Finding Your Voice,” SafePlace, 1999-2000

COMMUNITY ACTIVITIES AND SERVICE

- Chaired town hall meeting for NASW/ICIA, “Current issues faced by immigrants”, Edingburg, TX (Sept. 2009)
- Chaired town hall meeting for NASW/ICIA, “Current issues faced by immigrants”, Austin, TX (May 2008)
- Guest panelist at Longhorn Leader’s Day (April 2008)
- Chaired town hall meeting for NASW/ICIA, “Current issues faced by immigrants”, El Paso, TX (March 2008)
- Interviewed by Univisión 62 News, Juan Jose Rodas (May 2007)
- Provided telephone interview for “Programs Serving Human Trafficking Victims,” by Health and Human Services through Caliber Associates (April 2007)
- Interviewed by Univisión 62, “Desde Austin,” Mariana Pineda (October 2006)
- Participated in Irma Gimenez-Conti’s “Hablando de Salud/Speaking of Health,” KOOP radio (November/December 2005)
- Filmed for 10-minute public service announcement “Violencia Familiar/Family Violence” by Univisión, Mariana Pineda for Latina Wellness Fair held May 21, 2005 (April 2005)
- Participated in Los Abogados Guerros call-in radio program (September 2004)
- Interviewed on Spanish-language news (2004, 2005)
- Contributed interview for “Stories of Immigrant Survivors of Abuse: Remedies under the Violence Against Women Act” training video sponsored by PAPA through Anne Lewis Productions (2001)
- Provided telephone interview for “The Snapshot Project,” by Office of Justice Programs’ Violence Against Women Office through Edmund S. Muskie School of Public Service’s Institute for Child and Family Policy (2000)

CERTIFICATIONS

- | | |
|---|--------------|
| • Board Approved Supervisor through Texas State Board of Social Work Examiners | 2007-present |
| • Certified Field Instructor by the School of Social Work University of Texas at Austin | 2003 |

HONORS AND AWARDS

- Completed Texas Public Policy and Candidate Training Program (2007)
- Certificate of Appreciation from El Corazón de Tejas-Central Texas Chapter of REFORMA, May 2002
- Certificate of Appreciation from The Sunshine Lady Foundation-Women’s Independence Scholarship Program, December 2001
- Honored with Certificate of Appreciation from the Political Asylum Project of Austin (PAPA), October 2001

PROFESSIONAL ASSOCIATIONS

- Member of National Association for Social Workers (NASW)
-

INSTITUTIONAL SERVICE

- Board member and secretary of Wells Branch Community Library (November 2013-present)
 - Participant in Trauma Informed Care Consortium (2014-present)
 - Participant in Austin Perinatal Coalition (2013-present)
 - Participant in Austin Area Spanish-Speaking Mental Health Professionals (2002-present)
 - Participant in Central Texas Coalition Against Human Trafficking (2007, 2011-present)
 - Participant in mentoring program through Social Workers Enriching Latino Leadership (2010-2013)
 - Chair of Immigration Critical Issue Advisory Committee for NASW/Texas Chapter (2007-2009)
 - Participant in Alumni and Community Mentoring Program for Students of Color (2005-2006)
 - Participant in Voices of Immigrant Survivors of Abuse (2000-2007)
 - Volunteer DayGlo Family Treatment Center (Fall 1992-Summer 1993)
 - Volunteer Helping Hand Home for Children (Fall 1992)
-

TECHNICAL AND COMPUTER SKILLS

- Bilingual, English and Spanish (Fluent)
 - Extensive bi-cultural knowledge and experience
 - Fluent with Macintosh and Windows applications including MS Word, Excel, PowerPoint, and browsers
 - Proven leadership, communication, time management, and organizational skills
-

OTHER HIGHLIGHTS

- Completed Texas Public Policy and Candidate Training Program through LBJ School of Public Affairs, University of Texas at Austin and Las Comadres Para Las Americas (Fall 2007)
- Completed Supervisors/Trainers Critical Skills Workshop- through Our Lady of the Lake in San Antonio, TX (Summer Institute 2005)
- Completed levels 1 & 2 of EMDR (2005)
- Completed Communicative and Cultural competence for Mental Health Providers program through Our Lady of the Lake in San Antonio, TX (2003)

Pamela Schott
Licensed Master Social Worker
Advanced Clinical Practitioner
603 West 18th Street
Austin, Texas 78701
(512) 499-8511

EDUCATION

- 1982 Master of Science in Social Work
The School of Social Work
The University of Texas at Austin, Austin, Texas
- 1964 Bachelor of Arts
American History and Secondary Education
Goucher College, Baltimore, Maryland

PROFESSIONAL EXPERIENCE

1987 to **CLINICAL SOCIAL WORKER**
Present Solo Private Practice
603 West 18th Street
Austin, Texas 78701

Long and short term psychotherapy for adults, couples, and groups. Approach is interactive. Theoretical orientation is informed by family systems, object relations and relational theories. Expertise and training in relationship issues, grief work, depression, anxiety, trauma, addiction and workplace issues. Specialized training in EMDR techniques and Critical Incident Stress Debriefings.

Growth oriented ACP supervision for masters level clinicians.

Experienced leader of long-term therapeutic trauma groups, including Incest Survivor groups and Couples Group for incest survivors and spouses.

2001 to **CLINICAL DIRECTOR**
Present YWCA
2015 South IH 35
Austin, Texas 78704

Oversight and supervision of program personnel for mental health counseling and substance abuse programs, which include individual, couples, and group services, primarily for women. Oversight of agency newsletter, group calendar, and professional training. Responsibility for contract and funding management.

Representation of agency at community health meetings.

1999 to 2001 CLINICAL SUPERVISOR/PROGRAM DIRECTOR

LifeWorks
Adult and Family Counseling Program
2001 Chicon Street
Austin, Texas 78722

Direct supervisor of 15 family therapists and student interns, individually, in group, and on an ad hoc basis for their counseling services provided to individuals, couples, families and group. Clinical review of all charts at Intake Assessment and Closing. Arrangements for additional training for staff in areas related to lower functioning clients and the Relational Therapy approach.

Managed schedules and personnel. Managed 35 EAP sub-contracts as needed. Coordinated with Intake Team and Billing Specialist for smooth transitions into the system and for payment for services. Created documents, collected, organized, and presented performance data on a monthly basis as well as biannually for United Way reports.

Authored Procedures Manual. Authored most of Counseling Program Self Study in documents for Council on Accreditation, 2001.

1997 to 1999 CLINICAL DIRECTOR

Workers Assistance Program
2525 Wallingwood
Austin, Texas 78746

Clinical Supervisor for 10 counselors, 3 case managers, and 2 students in this employee assistance program with 300 contracting companies and agencies in Austin and the Southwest.

Administrator of clinical services, Records Department, and Case Management services.

Coordinated Critical Incident Stress Debriefings within the entire clinical network of local and far-flung affiliates.

Authored Procedures Manual for contract counselors and case managers.

1986 to 1995 CLINICAL SUPERVISOR AND FAMILY THERAPIST

Child and Family Service
(Round Rock office)
2001 Chicon Street
Austin, Texas 78722

ACP Supervisor for 6 family therapists and 12 masters level student interns. Provided individual and group supervision.

Family therapist for family service agency with clients representing wide range of issues, including depression, anxiety, multiple family problems. Provided individual, couples, family, and group work, including therapy groups for Vietnam Veterans, Depressed Persons, Incest Survivors. Provided training for day care providers, parents, teachers and community members on topics such as Child Development, Parenting Children/Teens, Overspending, and Stress Management.

Managed effective assessment and treatment planning, accountable record-keeping, and ethical and responsible treatment services.

Represented agency at wide variety of community functions, including radio, television, community panels, Chamber of Commerce, schools and churches in the Austin and Round Rock communities.

**1967...
...1980**

TEACHER OF ENGLISH AS A SECOND LANGUAGE

The International School at the University of Texas at Austin, Austin, Texas
The S Street School, Washington, D.C.
The Pitman School, London, England
The School for International Training, Brattleboro, Vermont

References gladly furnished upon request

Eva Carolina Escobedo

6604B Hart Lane
Austin Texas, 78731
(512) 519-9581
evikeec@hotmail.com

Summary of Qualifications:

I have ample experience working with the following:

- Depression
- Grief and Loss
- Divorce
- Infertility
- Chronic and terminal illness
- Infidelity
- Parenting
- Teen counseling
- Play Therapy
- Domestic Violence
- Ambiguous Loss

Outstanding communication skills.

Fluent in Spanish, French and Hungarian.

Education:

Masters Degree Professional Counseling, Texas State University (student at present)

Masters Degree Existential Psychotherapy CIEEXH Mexico

Masters Degree Rational Emotive Behavioral Therapy ITREM Mexico

Bachelors Degree Psychology Columbia University in New York

Work Experience:

BIPP Facilitator

2012 To Present.

Austin Stress Clinic, Austin Texas.

As a group Leader at The Austin Stress Clinic I facilitate groups for court mandated clients required to participate in our anger management and Battery Intervention and Prevention Program.

Eva Carolina Escobedo

6604B Hart Lane
Austin Texas, 78731
(512) 519-9581
evikeec@hotmail.com

Grief Counselor

2012 -2013

Hope Hospice, New Braunfels Texas.

As a counselor at Hope Hospice Bereavement Department, I facilitate various groups including: Adult Ongoing group, Family Night, Help through the Holidays, Teen Group and Camps as well as individual counseling of adults, teens and children grieving the death of a loved one..

Bilingual Teacher

2008-2010

Austin Texas, Manor Independent School District

As a bilingual pre k teacher, I was responsible for the implementation of a pilot program for "at risk" three year old children.

Private Practice in Clinical Psychotherapy

1994-2008

Mexico City

I worked as a partner in an interdisciplinary mental health practice.

Individual, family and group therapy.

Parenting and couples workshops.

I worked from a Humanistic Integrative model with a strong theoretical base in Attachment theory and Existential awareness.

Case Worker/ Activity Therapist.

1990-1993

Roberto Clemente Family Guidance Center, New York City.

At this Long Term Facility for the Spanish Speaking, chronically mentally ill, I worked as an activity therapist, patient advocate, and case manager.

Karen Hughes Vinson, LCSW
5009 Shoal Creek Boulevard
Austin, Texas 78756
453-2494 (Home)
565-1903 (Cell)
karenhv@hotmail.com

CLINICAL SOCIAL WORK EMPLOYMENT

Counseling and Mental Health Center, University of Texas at Austin

Staff Therapist, September, 2005 to December, 2011

Provided assessment and treatment planning services to new students on a weekly basis. Provided counseling, psychotherapy and referral services to a diverse population of university students on both a short- and long-term basis to address a variety of concerns affecting their personal lives and subsequent academic performances. Participated on a weekly crisis team. Co-lead psychotherapy groups with interns and provided supervision to them on counseling issues and professional development. Served on the Professional Development Committee, the Continuing Care Task Force and several Search/Hiring Committees.

Intervention Services, Inc., Georgetown, Texas

Program Director of School-Based Services, August, 2004 to August, 2005

Trained and supervised program therapists who provided mental health services to students in Kindergarten through 12th grade. Acted as liaison with school principals and counselors regarding needs of students. Lead weekly clinical consultation group.

Program Therapist, August, 2003 to August, 2005

Provided mental health services to high-risk youth at an alternative school as well as to students at the elementary level and the 9th grade campus. Conducted individual, group and family counseling sessions and acted as a consultant to administrators, faculty and parents regarding assessment and treatment recommendations. Conducted therapy sessions with adults in a community-based mental health program.

Seton Shoal Creek Hospital, Austin, Texas

Clinical Social Worker, Adult Inpatient and Outpatient Units, June, 2001 to July, 2004

Created treatment plans while participating in consultations with psychiatrists. Conducted individual, group and family therapy sessions. Managed patient cases from admission to

discharge. Provided education to patients and families about mental illness and recovery.

SOCIAL WORK INTERNSHIPS

Seton Shoal Creek Hospital, Spring, January, 2001 to May, 2001

Intern on Adult Inpatient Unit

Shadowed an LMSW-ACP in all aspects of psychiatric social work early in the semester, and co-facilitated daily groups and family sessions.

Seton Medical Center, January, 2000 to May, 2000

Intern on Cardiology Unit

Conducted assessments and counseling sessions with individuals and their families to assist them in dealing with major health issues and other family crises. Created discharge plans.

Oak Springs Treatment Center, Austin, Texas, August 1999 to December, 1999

Intern in Outpatient Substance Abuse Center

Conducted intakes and created treatment plans. Conducted individual and group sessions. Created psychoeducational presentations.

EDUCATION

Seton Cove Leadership Pilgrimage 2011

Year-long program consisting of three retreat intensives addressing authentic leadership and vision

Smith College School for Social Work

Advanced Certificate Program in Contemplative Clinical Practice and Spirituality
September 2009-April 2010

University of Texas at Austin

Master of Science in Social Work, May, 2001

Bachelor of Arts in Government with Honors, August, 1985

Harvard University

Radcliffe Publishing Program, 1988

AFFILIATIONS

Phi Alpha National Social Work Honor Society, Eta Tau Chapter
Inducted June, 1999

National Association of Social Workers, Texas Chapter
Joined September of 2000

Austin Group Psychotherapy Society
Joined Spring, 2003

REFERENCES

Allyson Jerve, LCSW
Clinical Director
Intervention Services
Georgetown, Texas
(512)663-5870

Dr. Marla Craig, Ph.D.
Clinical Director
Counseling and Mental Health Center
University of Texas at Austin
(512)475-6921

Annie Burwell, LSW
Director
Mobile Outreach Team
Williamson County
(512)663-5867

Carmel T. Drewes, LCSW

Trabajadora Social con Licencia Clínica

512-771-2622 carmel.msw@gmail.com

PO Box 4588 Austin, TX 78765

www.carmel-msw.com

License & Education

Licensed Clinical Social Worker – Texas: LCSW 54437 (exp 3/31/2016)

Smith College School for Social Work; Northampton, MA

Master of Social Work – 2009

Recipient of Dean's Scholarship (Merit Award)

Master's thesis on anonymous sperm donor preferences of non-genetic mothers

Brown University; Providence, RI

AB Women's Studies – 1998

AB Psychology with Honors – 1998

Honors thesis on the development of gender stereotypes

Current Activities

YWCA of Greater Austin, Austin, TX

A counseling and outreach organization with the mission of eliminating racism and empowering women.

Lead Counselor

January 2013 – present

- Individual, family, and couples counseling in English and Spanish.
- Psychoeducational and psychotherapeutic groups in English and Spanish, including a trauma group for women currently residing in an immigration detention center, a trauma group for women in a substance-abuse residential recovery program, a peer-support group for professionals and volunteers who work with immigrants, and discussion groups about race/racism for counselors and other service providers.
- Clinical supervision, consultation, and support for student therapists and therapist interns.

Independent Practice, Austin, TX

Immigration Reports, Trainings & Consultations

October 2012 – present

- Forensic reports and evaluations for immigration cases including asylum, withholding of removal, U-Visa, T-Visa, and VAWA applications. Consultations with immigration attorneys and accredited representatives.
- External supervision for Bachelor and Master level social work interns.
- Presentations and trainings on trauma and immigration issues.
- Specialization in immigration issues, trauma, and work in the LGBTQ community.

University of Texas School for Social Work; Austin, TX

Adjunct Faculty

Sept 2013 – present

- Fall 2013: Social Work Practice with Individuals and Families (BSW level)
- Fall 2014 (planned): Theories and Methods of Family Therapy (MSSW level)

Sun Dragon Martial Arts & Self Defense; Austin, TX

A not-for-profit organization teaching karate and empowerment-based self-defense.

Anti-Violence Programs Coordinator

Oct. 2010 – present

- Teach basic and advanced self-defense classes to women, men, and children.
- Community outreach on violence prevention, social justice, and healing from trauma.
- Teach empowerment focused martial arts to adults, youth, and children. Including after-school programs.

Current Activities, continued

Austin Independent School District; Austin, TX

Community education division providing free adult-education classes.

English Language Teacher

Aug. 2010 – present

- Administer standardized pre/post-tests (Best Plus oral and literacy)
- Provide professional development presentations and coaching for new instructors

Classes taught (all 2.5 hr):

- Fall 2013, Spring 2014: Substitute teacher as needed
- Spring 2013: 4 morning/week mixed-level class
- Fall 2012: 2 morning/week mixed-level class
- Fall 2012: 4 night/week beginning class
- Spring 2012: 3 night/week advanced class
- Fall 2011: 3 night/week intermediate/advanced class
- Spring 2011: 2 night/week intermediate/advanced class
- Fall 2010: 2 night/week mixed-level class

Past Experience

Center for Survivors of Torture; Austin, TX

Texas and Oklahoma's source of psychological support and resources for survivors of torture and affiliated professionals.

Counselor & Client Services Coordinator

June 2010 – August 2013

- Provide therapeutic supportive services in English and Spanish, including psychotherapy, psychoeducation, assessment, and evaluation, to culturally diverse international clientele who have trauma histories.
- Conduct forensic interviews and provide expert testimony supporting clients in political asylum, withholding of removal, U-Visa (victims of crime), and T-Visa (victims of human trafficking) immigrations cases.
- Conduct community trainings about the psychological impact of surviving torture, best practices for working with torture survivors, and vicarious trauma in professionals who work with torture survivors.
- Facilitate referrals to other service providers for client needs including legal, medical, housing, and educational services. Participate in central Texas refugee-services coalitions.
- Serve as Field Instructor for social work interns (Bachelor's and Master's level) from University of Texas and St. Edwards University.
- Recruit, train, and supervise non-clinical Master's level interns (e.g. International Relations) and volunteers who provide a variety of direct client services.

Jewish Family & Career Services; Atlanta, GA

A not-for-profit agency with programs in counseling, careers, older adults, developmental disabilities, refugee services.

Clinical Social Work Intern [8 month, 32 hour / week internship]

Sept. 2008 – May 2009

- Provided office-based psychodynamically oriented counseling for children, adolescents, and adults.
- Assisted with an art therapy group in an older-adult residence.
- Conducted meals-on-wheels assessments in the homes of older adult or disabled clients.
- Conducted emergency financial assistance assessments.

Families First; Atlanta, GA

Georgia's largest family services agency providing counseling, outreach, residential services, and foster care/adoption.

Clinical Social Work Intern [8 month, 32 hour / week internship]

Sept. 2007 – May 2008

- Families and Schools Together (FAST) program: Co-coordinated FAST trainings for new schools, co-facilitated 8-week sessions at 5 Atlanta Metro Area elementary schools, provided translation and interpretation services for Spanish-speaking parents in FAST.
- Counseling program: Provided psychodynamically oriented counseling to adult individuals, couples, and families; developed curriculum and facilitated 12-week parenting group for mandated participants.

Past Experience, continued

Self-Employed; Charleston, SC

Self-Defense Instructor

Sept. 2006 – June 2010

- Conduct self-defense and assertiveness workshops based on feminist self-defense principles.
- Projects include: Workshops for parents about raising assertive and safety-aware children; workshops for children and youth about personal safety; workshops for college-age women about assertiveness, empowerment, and personal safety; developing training curriculum for College of Charleston Women's and Gender Studies program.

Public Health Consultant

Sept. 2006 – May 2007

- Provided expertise in areas including migrant / immigrant health, international health, non-profit management, public-health clinic management, and popular health education strategies for individuals or organizations on a contract basis.
- Projects included: Conference presentation on managing tuberculosis in the migrant population; formatting and text revisions to a manual to train Central American midwives; and developing personnel policies and internal controls for a not-for-profit organization.

Migrant Clinicians Network; Austin, TX

An international clinical network made up of health care providers who treat migrant workers.

Director of Programs

April 2004 – June 2006

- Coordinated communication between MCN issue specific programs (Diabetes, Tuberculosis, Family Violence, Cancer, Immunizations, and Environmental / Occupational Health). Supervised 5-7 staff members. Managed programs in the absence of a Program Manager. Trained new Programs staff members. Trained clinicians and community / lay health workers to use MCN programs.
- HIPAA Privacy Officer: Assured that MCN policies and protocol conform to the Health Information Portability and Accountability Act.
- Served on MCN Quality Council: Assisted with definition of quality assurance and quality control measures for Programs staff and other MCN staff. Reviewed and evaluated the results of these measures.

Diabetes Program Manager

Jan. 2001 – April 2004

- Coordinated projects to assist clinicians in the care of migrant patients with diabetes; trained clinicians on use of various strategies.
- Designed and distributed innovative, migrant specific diabetes education materials for use in clinics throughout the United States.
- Provided diabetes related technical assistance to clinics, state diabetes programs, and other organizations working with migrants.

Casa Marianella; Austin, TX

A shelter for recent immigrants and refugees from a number of different countries.

Teacher of English as a Second Language, New Teacher Trainer

Jan. 2001 – June 2006

- Taught weekly 1.5 hour English class to 5 to 30 students with varying degrees of familiarity with the English language.
- Provided support and training to new teachers. Developed new curriculum for ten week Basic English class.

Women's Center of Rhode Island; Providence, RI

A residential program for women in transition from unsafe relationships or homelessness.

Vocational / Educational Advocate

May 1998 – Oct. 1999

- Assisted residents working towards self-sufficiency. Assisted with adjustment to a residential program, learning to live and work together as a group.
- Counseled women on issues of transition, especially vocational and educational goals, also housing searches, mental health or substance abuse support and children's issues.
- Provided information and support for callers on crisis hotline.

Relief Staff, Intern, Volunteer

May 1997 – May 1998

Conference Presentations

Self-Defense Instructors' Conference, July 2013, Naperville, IL
Understanding and Explaining Trauma to Self-Defense Participants

School Social Worker Conference, February 2013, Austin, TX
Mental Health and Social Services Needs of Refugee Students

Midwest Stream Farmworker Health Forum, November 2012, San Antonio, TX
Addressing Patient Trauma Histories in Farmworker Primary Care

June 2010 – Present: Invited speaker on issues of trauma in immigrants to various non-profit organizations, private entities, and academic institutions (averaging once per month speaking/training engagements).

Eastern Migrant Stream Forum, October 2006, Myrtle Beach, SC
Vivir a todo pulmón: Reducing the Incidence of Tuberculosis in the Spanish-Speaking Immigrant Communities

January 2001 – May 2006: Invited speaker on issues of health disparities and health promotion in migrant and immigrant communities to public health clinics, health departments, and community groups (averaging once per month speaking/training engagements).

National Head Start Hispanic Institute, February 2005, Albuquerque, NM
Continuity of Care and Immunizations for Migrant Children

Western Migrant Stream Forum, January 2005, San Diego, CA
MCN Health Network & CAN-track Project

American Association of Diabetes Educators: 31st Annual Meeting, August 2004, Indianapolis, IN
Innovative Methods in Diabetes Management with Migrant Workers

Unity 2004 Community Health Workers: Changing Health Care Delivery, March 2004, Gulfport, MS
Diabetes Lay Educators: Providing Continual Diabetes Education to Migrant Workers

Supporting our Children for a Better Future (Migrant Education), February 2004, Austin, TX
Familias saludables previendo la diabetes

Virginia Migrant Conference, November 2003, Natural Bridge, VA
Migrant Health 101

Midwest Farmworker Stream Forum, November 2003, Houston, TX
Enhancing Your Diabetes Program - Resources for Patients and Providers (poster session)

Health Disparities Collaboratives, Learning Session 2, November 2003, Nashville, TN
How May I Help?

Midwest Farmworker Stream Forum, November 2002, New Orleans, LA
Innovations in Diabetes Care through the Collaborative Model

Health Disparities Collaboratives, Learning Session 2, October 2002, Dallas, TX
How May I Help?

Midwest Farmworker Stream Forum, December 2001, Austin, TX
Diabetes Lay Educator Program for Hispanic Migrant Farmworkers

Publications

- Drewes, C. (2009). *Anonymous Sperm Donor Preferences of Non-Genetic Mothers*. Unpublished master's thesis, Smith College, Northampton, Massachusetts. (available online)
- Kugel, C., Retzlaff, C., Hopfer, S., Lawson, D. M., Daley, E., Drewes, C., & Freedman, S. (2009). Familias con voz: Community survey results from an intimate partner violence (IPV) prevention project with migrant workers. *Journal of Family Violence*, 24(8). (available online)
- Kauffold, A., Zuroweste, E., Garcia, D., & Drewes, C.T. (2004). *Breast, Cervical and Colon Cancer in Mobile Underserved Populations*. Migrant Clinicians Network Monograph Series. Austin, Texas.
- Drewes, C.T. & Stuart, L.B. (2004.) *Track II: Continuous Diabetes Care for Migrant Workers*. Migrant Clinicians Network Monograph Series. Austin, Texas.
- Drewes, C.T. (2003). *Un Cambio para Lucía, Aprendiendo a Vivir con Diabetes*. Migrant Clinicians Network Fotonovela Series. Austin, Texas.
- McLaurin, J., Freedman, S., & Drewes, C.T. (2001). *Diabetes: Addressing a Chronic Disease in a Mobile Population*. Migrant Clinicians Network Monograph Series. Austin, Texas.
-

Memberships, Certifications, Achievements

- Member: *Texas Society for Clinical Social Work* (2014)
- Member: *Adoption Knowledge Associates* (2012)
- Member: *National Association of Social Workers* (2010 – present)
- Certified: *Facilitator of “Let’s Get Real” (anti-bullying – middle school) Curriculum* (2009)
- Certified: *Facilitator of “That’s a Family!” (honoring diversity – elementary school) Curriculum* (2009)
- Member: *American Association of Diabetes Educators* (2001 - 2004)
- Certified: *Facilitator of CDC Diabetes Self Management Course* (2003)
- Certified: *Facilitator of Diabetes Today Curriculum* (2002)
- Member: *National Women’s Martial Arts Federation* (2001 – 2008; 2011-present)
- Member: *Association of Women Martial Arts Instructors* (2004 - 2006)
- Certified: *Red Cross CPR (Adult, Child, Infant) and First Aid* (1999, 2002)
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Loren Lomme

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llomme@gmail.com

Objective

Social Emotional Learning Collaborative Counselor

Education

- Texas State University – San Marcos, TX:
Graduate school – Professional Counseling, graduation:
Aug. 2012; GPA: 4.0
- Texas A&M University - College Station, TX:
Bachelor of Arts in Psychology, minor in Business – May 2005
Major GPA: 3.62 Overall GPA: 3.37 Distinguished Student – 1 semester

Summary of Qualifications

- Graduate level education, training, and supervision in talk therapy, sandtray therapy, and play therapy
- 2 semester internship at Lifeworks as a counseling intern in the Youth and Adult Counseling program – talk, sandtray, and play therapy with adults, adolescents, children, families, and groups; daily agency database use for paperwork data entry, client tracking; daily Outlook and Excel use; weekly shifts as intake counselor; weekly follow-up shifts for terminated clients; participated in (and led twice) weekly clinical/staffing meetings; one week shift with 24-hour crisis phone; attended and participated in multiple trainings including topics on professional development, case conceptualization, working with clients who have experienced trauma, various theoretical interventions, psychiatry and psychotropic medications, various agencies in Austin area, specific clinical concerns (drug use, resistance in adolescents), couples and infidelity counseling
- Volunteer at Camp Braveheart (Hospice Austin) (July 2012) – co-facilitated group counseling, art therapy, and recreational therapy for 9 and 10 year olds working on issues of grief and loss
- Volunteer at Camp Phoenix (July 2012, June 2012 & 2011) - co-facilitated group counseling/reflection sessions, art therapy activities, and recreational therapy activities for female clients aged 7-15
- Clinical Practicum (Summer 2011) – talk and sandtray therapy with 2 adult clients, play therapy with 1 child client
- Micro-Practicum (Spring 2010) – play therapy with 5 year old client
- Research and statistics experience with professor and graduate students at Texas A&M – researched false, repressed, and recovered memories
- Internship at MHMR of Brazos Valley with Children's Services and Emergency Crisis Services

Leadership / Involvement

- Co-Chair (Co-President) of Texas A&M University V-Day, worldwide organization working to stop violence against women and girls (1 year) – managed all finances, recruiting, events, fundraisers, meetings, and university requirements; member (2 years); National V-Day Liaison (1 year)

- Member of Psychology Club at Texas A&M (1 year) – fundraising committee
- Member of Pi Gamma Mu – International Honor Society in Social Science (1 year)
- Volunteer at Phoebe's Home, shelter for adult female victims of abuse and their children; assisted with needs of residents, staff and child care (7 months)
- Volunteer with BACA (Biker's Against Child Abuse) - Austin Chapter: attended training with the Center for Child Protection, participated in "adoptions" of abused children, attended monthly meetings, participated in Level II Interventions at children's homes, attended court as a supporter/mentor with "adopted" kids, and participated in fundraisers (3 years); Austin chapter Merchandiser (2 years)
- Activity Coordinator for Cypress (Conduct Disorder boys) unit at The Oaks Treatment Center – organized weekly activities for Cypress, assisted residents in activity planning, life skills, and treatment issues
- Oaks Treatment Center – assisted and supported adolescents hospitalized in inpatient psychiatric setting for substance abuse in working successfully through treatment program, attended LCDC-led groups with residents

Work History

- Just Mind – LPC-Intern counselor, administrative assistant/scheduler, intake counselor – June 2013-present
- New Life Institute – LPC-Intern counselor; April 2013-present
- Meadowbrook Center for Counseling and Supervision - Counseling with children, adolescents, adults, and families utilizing talk therapy, play therapy, sandtray therapy, and art techniques; Oct. 2012 - present
- Childcare (Lind family) – Childcare for 3 boys (currently ages 9, 7, & 5); responsibilities included behavior modification, facilitating problem-solving and conflict resolution skills; July 2008 – October 2011
- River Oaks Elementary School – Educational Associate in Intensive Behavior Classroom (IBC) – Taught academics, social skills classes, and behavior interventions to self-contained third graders throughout regular school-years as well as summer school sessions (also worked with Kinder, 1st, 2nd, 4th, and 5th graders occasionally); took over and ran program during April and May of 2006 while lead teacher was out on maternity leave; Aug. 2006 – July 2008
- The Oaks Treatment Center UT Charter School – Teacher's Assistant- taught science and math to Delayed Development teenage boys and Conduct Disorder teenage girls and boys; responsibilities included: keeping student charts and progress notes up to date, working with students individually and in small groups, diffusing behavior problems, participating in Conduct Disorder boys' treatment team, teaching life skills, problem solving skills, and team work skills; Jan. 2006 – April 2006
- The Oaks Treatment Center – Mental Health Associate (MHA) – Worked directly with children and adolescents (ages 5-18) in an inpatient psychiatric setting, responsibilities included attending charter school with residents, leading group counseling sessions each morning, monitoring and assisting residents on living units where they participated in individual counseling, life skills activities, arts and crafts, treatment work, and everyday living issues, implementing risk management and safety policies, and acting as mentor/role model to residents; Aug. 2005 – Dec. 2005
- Other work history not relevant to position being applied for



YWCRC JOB DESCRIPTION

Volunteer Counselor

Purpose:

- Under the direct supervision of the Clinical Supervisor or Clinical Director, this position provides individual, couple, family, group counseling as needed on mental health and personal growth issues.
- Applies clinical skills including assessment, diagnosis, and treatment planning with clients.

Work Responsibilities:

- Implements the YWCA mission of empowering women and eliminating racism in the YW Counseling and Referral Center (YW CRC) counseling services.
- Provides individual, couples, and family counseling in a short term format, using an effective theoretical framework.
- Provides counseling or skill building groups including designing, coordinating, and facilitating groups with a membership of at least 5 individuals, as needed and with permission of the Clinical Director.
- Provides case management and crisis intervention, as needed, for counseling clients within regular position working hours.
- Documents all client contact and session notes per YW CRC standards.
- Attends to agency's administrative needs regarding client attendance documentation, goal-setting, GAF scores, client evaluation forms, and terminations.
- Provides appropriate referrals to clients, as needed.
- Uses supervisory feedback constructively and in a timely manner.
- Shows understanding of transference and counter-transference issues.
- Addresses ethical, relational, and procedural issues with Clinical Director or supervisor.
- Attends mandatory weekly individual supervision.
- Attends weekly clinical team meeting.
- Attends training or continuing education courses to promote professional development.
- Other duties as assigned.

Hours of Work:

If full-time, expected to work 30-35 hours per week; if part-time expected 10-15 hours.

Evening work may be required.

Qualifications:

- Master's degree in a human services field required. Two year's post Master's preferred.
- Current license as a Licensed master Social Worker or Licensed Professional Counselor required.
- Experience working with substance abuse preferred.
- Bilingual, English/Spanish preferred.

YW CRC Clinical Volunteer Counselor

Date

YW CRC Field Instructor

Date

YWCRC JOB DESCRIPTION

Student Counselor Intern

Purpose:

- Under the direct supervision of the Clinical Supervisor or Clinical Director, this position provides individual, couple, family, group counseling as needed on mental health and personal growth issues.
- Applies clinical skills including assessment, diagnosis, and treatment planning with clients.

Work Responsibilities:

- Implements the YWCA mission of empowering women and eliminating racism in the YW Counseling and Referral Center (YW CRC) counseling services.
- Provides individual, couples, and family counseling in a short term format, using an effective theoretical framework.
- Assists with designing, coordinating, and facilitating groups with a membership of at least 5 individuals, as needed and with permission of the Clinical Director.
- Provides case management and crisis intervention, as needed, for counseling clients within regular position working hours.
- Documents all client contact and session notes per YW CRC standards.
- Attends to agency's administrative needs regarding client attendance documentation, goal-setting, GAF scores, client evaluation forms, and terminations.
- Provides appropriate referrals to clients, as needed.
- Uses supervisory feedback constructively and in a timely manner.
- Shows understanding of transference and counter-transference issues.
- Addresses ethical, relational, and procedural issues with Clinical Director or supervisor.
- Attends mandatory weekly individual supervision.
- Attends weekly clinical team meeting.
- Attends training or continuing education courses to promote professional development.
- Other duties as assigned.

Hours of Work:

If full-time, expected to work 30-35 hours per week; if part-time expected 10-15 hours.
Evening work may be required.

Qualifications:

- In process of completing a graduate level social work or counseling internship/practicum.
- Experience working with substance abuse preferred.
- Bilingual, English/Spanish preferred.

YW CRC Intern

Date

YW CRC Field Instructor

Date

Section 0650
Program Budget and Narrative

Program's Line Item Budget	EARLY CHILDHOOD Amount	YOUTH Amount	ADULTS & FAMILIES Amount	SENIORS & PERSONS WITH DISABILITIES Amount	Amount Funded by ALL OTHER Sources	TOTAL Budget (ALL funding sources)
PERSONNEL						
1. Salaries plus Benefits			123,130		139,127	262,257
A. Subtotals: PERSONNEL			123,130		131,951	225,081
OPERATING EXPENSES						
2.General Operating Expenses			39,373		44,489	83,862
3. Consultants/ Contractuals						
4. Staff Travel - <u>Out of Travis County</u>						
5.Conferences/Seminars - <u>Out of Travis County</u>						
B. Subtotals: OPERATING EXPENSES			39,373		31,392	68,084
DIRECT ASSISTANCE for PROGRAM CLIENTS						
6. Food/Beverage for Clients						
7. Financial Assistance for Clients						
8. Other (<i>specify</i>)						
C. Subtotals: DIRECT ASSISTANCE		0			0	0
CAPITAL OUTLAY (with per Unit Cost over \$5,000/unit)						
9. Capital Outlay						
D. Subtotals: CAPITAL OUTLAY		0			0	0
TOTALS						
GRAND TOTALS (A + B + C + D)			162,503		183,616	346,119
PERCENT SHARE of Total for Funding Sources:	%	%	46.95%	%	53.05%	100%

Section 0650 Program Budget and Narrative

Program Subcontractors

SUBCONTRACTOR #1		
Name of Subcontractor	N/A	
Term of Subcontract (<i>mm/dd/yyyy</i>)	Start date:	End date:
Services to be Subcontracted		
Number of Clients to be Served (<i>if applicable</i>)		
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$

SUBCONTRACTOR #2		
Name of Subcontractor		
Term of Subcontract (<i>mm/dd/yyyy</i>)	Start date:	End date:
Services to be Subcontracted		
Number of Clients to be Served (<i>if applicable</i>)		
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$

SUBCONTRACTOR #3		
Name of Subcontractor		
Term of Subcontract (<i>mm/dd/yyyy</i>)	Start date:	End date:
Services to be Subcontracted		
Number of Clients to be Served (<i>if applicable</i>)		
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$

(If needed for additional subcontracts, copy blocks above to a new page and re-number them accordingly)

Section 0650

Program Budget and Narrative

Program Budget Narrative

Add details to describe the proposed City expenses from your Program Budget form.
 Explanations for the "Other Sources" line items are not required.

PERSONNEL	NARRATIVE/ Descriptions
1. Salaries and Benefits	Includes direct service salaries/benefits for Clinical Director, Clinical Supervisor, Counselors and Clinical Receptionist plus allocated share of Executive Director and Executive Assistant
OPERATING EXPENSES	
2. General Operating Expenses	Includes all other expenses necessary to provide services such as: Occupancy, Copier Expense, Supplies, Telephone, Postage, Liability Insurance, Accounting, Audit, IT Services and Staff Mileage. All expenses not directly charged to program are allocated based on percentage of program salaries as compared to total agency salaries or percentage of square footage occupied by program
3. Consultants/ Contractuals	
4. Staff Travel - <u>OUT of Travis County</u>	
5. Conferences/Seminars/ Training - <u>OUT of Travis County</u>	
DIRECT ASSISTANCE	
6. Food/Beverage for Clients	
7. Financial Assistance for Clients	
8. Other Direct Assistance (must specify)	
CAPITAL OUTLAY	
9. <u>Capital Outlay</u>(must specify)	

Section 0655

Program Funding Summary

In *last column*, insert the twelve (12) month funding amount for your proposed program into the corresponding cell. Next clearly list all of your other funding sources for this program, with their corresponding program periods and amounts. Also ensure that the Total Program Funding in the bottom right cell is calculated correctly.

Funding Sources	Grant/Contract Name	Funding Period Start (mm/dd/yyyy)	Funding Period End (mm/dd/yyyy)	Funding Amount
City of Austin	Social Services Contract	10/01/2015	09/30/2016	\$162,503
Travis County	Social Services	10/01/2015	09/30/2016	90,596
United Way	Success By 6	07/01/2015	06/30/2016	45,000
City of Austin/CDBG	Bridge Program	10/1/2015	9/30/2016	48,020
FUNDING AMOUNT TOTAL:				\$346,119

Section 0835: Non-Resident Bidder Provisions

Company Name Young Women's Christian Association (YWCA) Greater Austin

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Erin D'Vincent, Senior Buyer

DATE: January 15, 2014

SUBJECT: Request for Determination of Goals for Solicitation No. EAD0116

Project Name: Self Sufficiency Social Services

Commodity

Code(s): 95243

Estimated Value: \$16,000,000

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.

The Departmental Point of Contact is: Robert Kingham

at Phone: 972-5026

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at 972-4017

☐ **Approved w/ Goals**

☒ **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

a. Goals: ☐ % MBE ☐ % WBE

b. Subgoals ☐ % African American ☐ % Hispanic

☐ % Native/Asian American ☐ % WBE

This determination is based on the following reasons:

Insufficient scopes of work.

Veronica Lara, Director

Date:

1-21-14

cc: Lorena Resendiz